

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE – WYOMING

PART C – UNINSURED MOTORISTS COVERAGE

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Wyoming.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. We will only accept corroborating evidence other than the testimony of a person making claim under this or any similar coverage.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or

b. Is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits for bodily injury liability specified in the Wyoming Safety Responsibility Act.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises except a mobile recreational vehicle while being used for normal and ordinary purposes.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

This Exclusion (B.) does not apply to the Workers Compensation Division of the Wyoming State Treasurer's Office.

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

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is

our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

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

1. "Insureds";
2. Claims made;
3. Vehicles shown in the Declarations; or
4. Vehicles involved in the accident.

- B.** Any payment made by or on behalf of the owner or operator of the "uninsured motor vehicle" shall not reduce or be a credit against the total Uninsured Motorists Coverage liability limits afforded an "insured" under this policy.
- C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part **A** or Part **B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E.** No "insured" shall be entitled to recover payment in excess of damages sustained.

OTHER INSURANCE

If there is other applicable insurance available under more than one policy or provision of coverage, that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply:

| | |
|---------------|---|
| First | The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the accident. |
| Second | The policy affording Uninsured Motorists Coverage to the "insured" as a named insured or family member. |

Where there is no applicable insurance available under the first priority:

1. The maximum recovery under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies; and
2. 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 liability bears to the total of all applicable limits.

Where there is applicable insurance available under the first priority:

1. The limit of liability under the policy with the first priority shall first be exhausted.
2. Recovery under each policy in the second priority shall not exceed the minimum limits required by the Wyoming Safety Responsibility Act; and
3. An insurer providing Uninsured Motorists Coverage under the second priority shall pay a pro rata share of the loss in excess of the amount recoverable under the first priority. This pro rata share shall be the proportion that such insurer's limit of liability bears to the total of all limits applicable under the second priority.

ARBITRATION

- A.** If we and an "insured" do not agree:
 1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration by separate written agreement. 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.

- B.** Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C.** 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 at least two of the arbitrators will be binding as to:
 1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Wyoming. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.