

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – UTAH

SCHEDULE

Description Of Vehicle	Premium	Limit Of Liability
	\$	\$3,500
	\$	\$3,500
	\$	\$3,500
Coverage is subject to a \$250 deductible.		

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

INSURING AGREEMENT

We will pay compensatory damages which you are legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "property damage" caused by an accident arising out of actual physical contact with "your covered auto". The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". We will pay under this coverage only if the Schedule or Declarations indicate that Property Damage Uninsured Motorists Coverage is provided for the "your covered auto" involved in the accident.

Any judgment for damages arising out of a suit brought without our consent is not binding on us.

"Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include:

1. Loss of use of "your covered auto"; or
2. Damage to personal property contained in "your covered auto".

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

1. To which no liability bond or policy affording coverage for "property damage" applies at the time of the accident.
2. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident. In this case, its limit for property damage liability must be less than the applicable minimum limits for property damage liability required by the financial responsibility law of Utah.
3. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident but the bonding or insuring company:
 - a. Is or becomes insolvent; or

- b. Fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of the "insured".

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".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Property Damage Uninsured Motorists Coverage for "property damage":
 1. If you or your legal representative settles the "property damage" claim and such settlement prejudices our right to recover payment.
 2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
 3. For the first \$250 of the amount of the "property damage" to each of "your covered autos" as the result of any one accident.
 4. To any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy or any other policy. This includes a trailer of any type used with that vehicle.
 5. If the owner, operator or license plate number of the "uninsured motor vehicle" cannot be identified.
- B. This coverage shall not apply directly or indirectly to benefit any insurer of the property.

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

LIMIT OF LIABILITY

Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:

1. The limit of liability shown in the Schedule or in the Declarations; or
2. The actual cash value of "your covered auto".

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

1. Claims made;
2. Vehicles or premiums shown in the Schedule or in the Declarations; or
3. Vehicles involved in the accident.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the "property damage" by or on behalf of persons or organizations who may be legally responsible.

OTHER INSURANCE

If there is any other similar insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance providing such coverage on a primary basis.
3. 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 covering on the same level of priority.

ARBITRATION

1. This provision does not apply if a small claims court having jurisdiction resolves the matter

or matters upon which the parties do not agree.

2. If we and an "insured" do not agree:
 - a. Whether you are legally entitled to recover damages for "property damage"; or
 - b. 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 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.

3. Each party will:
 - a. Pay the expenses it incurs; and
 - b. Bear the expenses of the third arbitrator equally.
4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. 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:
 - a. Whether you are legally entitled to recover damages for "property damage"; and
 - b. The amount of such damages.

ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking coverage under this endorsement, or someone on that person's behalf, must also:

1. Promptly send us copies of the legal papers if a suit is brought.
2. Report the accident within 10 days to us or our authorized representative.

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