

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – COLORADO

SCHEDULE

Description Of Vehicle	Premium For Property Damage Uninsured Motorists Coverage	Property Damage Uninsured Motorists Coverage Deductible Applies	
	\$	\$ (Deductible Amount)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$ (Deductible Amount)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$ (Deductible Amount)	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

I. Property Damage Uninsured Motorists Coverage

Insuring Agreement

- A. 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".
- B. "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 property owned by you while contained in "your covered auto".
- C. "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 minimum limit for property damage liability specified by the Colorado financial responsibility law.
- 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits "your covered auto".
- 4. 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. Denies coverage; or
 - b. Is or becomes insolvent.
- 5. Whose owner or operator cannot be located after a reasonable attempt for service of process and either:
 - a. Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or

- b. The report of a law enforcement agency investigating the accident fails to disclose the insurer covering the vehicle and the insurance coverage of such owner or operator when the accident occurred is not actually known by the person attempting to serve process.

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 Uninsured Motorists Coverage for "property damage":
 1. To any motor vehicle owned by you which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. If you or your legal representative settles the "property damage" claim and such settlement prejudices our right to recover payment.
 3. When "your covered auto" is being used as a public or livery conveyance. This Exclusion **(A.3.)** does not apply to a share-the-expense car pool.
 4. When "your covered auto" is being used by a person without a reasonable belief that person is entitled to do so. This Exclusion **(A.4.)** does not apply to a "family member" using "your covered auto" which is owned by you.
 5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.
- 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

- A. Our limit of liability will be the lesser of:
 1. The actual cash value of "your covered auto"; or
 2. The amount necessary to repair or replace "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.
- B. As used in this endorsement, actual cash value means the amount required to replace "your covered auto" at the time of loss, less all sums reflecting:
 1. Depreciation. As used in this endorsement, depreciation means the decrease in value of "your covered auto" resulting from its use, age, wear and tear, or obsolescence; and
 2. The physical condition of "your covered auto".
 - C. 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.

Any amounts otherwise payable for damages under this coverage shall be reduced by the amount of the deductible applicable to "your covered auto", if any, indicated in the Schedule or Declarations for this coverage.

Other Insurance

If there is other applicable insurance that is similar to the insurance provided by this endorsement, 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.

Arbitration

- A. If we and you 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 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.

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 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:

1. Whether you are legally entitled to recover damages; and
2. The amount of damages.

II. Part E – Duties After An Accident Or Loss

The following is added to Part **E**:

A person seeking Property Damage Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

III. Part F – General Provisions

The following is added to the **Our Right To Recover Payment** Provision in Part **F**:

Our Right To Recover Payment

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.