

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS COVERAGE – WISCONSIN**

**SCHEDULE**

Auto Premium	Limits	
1. \$	\$	Each Person
	\$	Each Accident
2. \$	\$	Each Person
	\$	Each Accident
3. \$	\$	Each Person
	\$	Each Accident

**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".

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

**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 applicable minimum limits for bodily injury liability specified by the financial responsibility law of Wisconsin.

3. Which is a hit-and-run vehicle whose owner or operator cannot be identified and which hits:

- a. You or any "family member";
- b. A vehicle which you or any "family member" are "occupying";
- c. "Your covered auto"; or
- d. Another vehicle which, in turn, hits:
  - (1) You or any "family member";
  - (2) A vehicle which you or any "family member" are "occupying"; or
  - (3) "Your covered auto".

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.

5. Which is a vehicle whose owner or operator cannot be identified and which causes an accident resulting in "bodily injury" without hitting:

- a. You or any "family member";
- b. A vehicle which you or any "family member" is "occupying"; or
- c. "Your covered auto"; and

- d. If all of the following apply:
- (1) The facts of the accident are corroborated by competent evidence provided by someone other than the "insured" or any other person who makes a claim against coverage provided under this Part as a result of the accident;
  - (2) Within 72 hours of the accident, the "insured" or someone on behalf of the "insured" reports 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" files with us a statement under oath that the "insured" or legal representative of the "insured" has a cause of action arising out of the accident for damages against the unidentified owner or operator and setting forth the facts in support of the statement.

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

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

#### EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
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.
- C. 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.
- D. 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 or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. The limit of liability shall be reduced by all sums:
1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and
  2. Paid or payable because of the "bodily injury" under any of the following or similar law:
    - a. Workers' compensation law; or
    - b. Disability benefits law.

- 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. We will not make a duplicate payment to the extent amounts are paid or payable because of the "bodily injury" under any of the following or similar law:
  1. Workers' compensation law; or
  2. Disability benefits law.

**OTHER INSURANCE**

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

1. 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 or excess basis.
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 collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

**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. 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 applicable minimum limits for bodily injury liability specified by the financial responsibility law of Wisconsin.

If the amount exceeds the applicable minimum 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.