

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – RHODE ISLAND

SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability (Less \$200 Deductible)	Premium Per Policy
Property Damage Liability	\$ Each Accident	\$

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

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 "property damage" 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 endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".

C. "Property damage" as used in this endorsement means injury to or destruction of:

1. "Your covered auto" (including its loss of use); and
2. Any property, other than property used in the "business" of an "insured", owned by an "insured" while contained in "your covered auto".

D. "Uninsured motor vehicle" as used in this endorsement 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 but the amount paid for "property damage" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
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. Denies coverage; or
 - b. Is or becomes insolvent.
4. Which is a vehicle whose operator or owner is identified and which hits or which causes an accident resulting in "property damage" without hitting "your covered auto". If there is no physical contact with the vehicle causing the accident, the "insured" must prove by a fair preponderance of evidence that the "property damage" resulted from the negligence of an identified motorist.

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. Operated on rails or crawler treads.
4. 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 or any "family member" which is not insured for this coverage.
 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. Sustained by any "insured" using a vehicle without a reasonable belief that that "insured" 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. For the first \$200 of the amount of each claim for "property damage" as the result of any one accident. This Exclusion (A.5.) does not apply if "your covered auto" is:
 - a. Parked and unattended when involved in an accident with an "uninsured motor vehicle".
 - b. Struck by an "uninsured motor vehicle" being driven the wrong way on a one-way street.
 - c. Struck in the rear by an "uninsured motor vehicle".
 - d. Struck by a stolen vehicle.
- B. This coverage shall not apply directly or indirectly to benefit any insurer of property.
- C. We do not provide Property Damage Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of Uninsured Motorists Coverage Property Damage Liability shown in the Schedule or in the Declarations is our maximum limit of liability for all "property damage" resulting from any one accident.
- This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles insured; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **D** of this Policy; or
 2. Any other policy providing coverage similar to Part **D** of this Policy
- 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.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided under 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. However, 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.

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.

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.

- 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.

ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Property Damage Uninsured Motorists Coverage must also:

- A. Promptly send us copies of the legal papers if a suit is brought.
- B. Provide us with the name and address of the owner or operator of the "uninsured motor vehicle".

PART F – GENERAL PROVISIONS

- A. The **Our Right To Recover Payment** Provision is amended as follows:
1. Paragraph B. of this provision does not apply to Property Damage Uninsured Motorists Coverage.
 2. The following is added with respect to Property Damage Uninsured Motorists Coverage:
We shall be entitled to a recovery under Paragraph A. only after the person has been paid the deductible portion of the loss, less the prorated share of subrogation expense.
- B. The **Two Or More Auto Policies** Provision is amended as follows:
1. This provision does not apply to Property Damage Uninsured Motorists Coverage.
 2. No one will be entitled to receive duplicate payments for the same elements of loss under Property Damage Uninsured Motorists Coverage.