

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PART C – MISSISSIPPI
UNINSURED MOTORISTS COVERAGE

PLEASE NOTE: Your election of either “STACKED” or “NON-STACKED” coverage is shown in the Declarations for this policy, is subject to all terms of this policy, and is further described in the **Limit of Liability** provision of this endorsement.

INSURING AGREEMENT

A. Uninsured Motorists Bodily Injury Coverage

If the premium for this coverage has been paid, we will pay for compensatory damages that an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” for “bodily injury” sustained by an “insured” and caused by an auto accident.

We will also pay for compensatory damages that an “insured” would be legally entitled to recover from the owner or operator of an “uninsured motor vehicle” except for the immunity provided under the Mississippi Tort Claims Act.

The owner’s or operator’s liability for these damages must:

1. Be due to an auto accident; and
2. Arise out of and be causally connected to the ownership, maintenance, or use of the “uninsured motor vehicle”.

Any payment by us for this **Uninsured Motorists Bodily Injury Coverage** is subject to the limits elected and shown in the Declarations, and as further described in the **Limit of Liability** provision of this endorsement.

B. Uninsured Motorists Property Damage Coverage

If your Declarations shows you have purchased **Uninsured Motorists Bodily Injury Coverage** on this policy and the premium for **Uninsured Motorists Property Damage Coverage** also has been paid, we will pay for compensatory damages that an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” for “property damage” caused by an auto accident.

We will also pay for compensatory damages that an “insured” would be legally entitled to recover from the owner or operator of an “uninsured motor vehicle” except for the immunity provided under the Mississippi Tort Claims Act.

The owner’s or operator’s liability for these damages must:

1. Be due to an auto accident; and
2. Arise out of and be causally connected to the ownership, maintenance, or use of the “uninsured motor vehicle”.

Any payment by us for this **Uninsured Motorists Property Damage Coverage** is subject to the limits elected and shown in the Declarations, and as further described in the **Limit of Liability** provision of this endorsement.

C. “Insured” as used in this endorsement means:

1. Any other person while “occupying” or using “your covered auto” with expressed or implied permission from you, including a guest passenger in “your covered auto”.
2. Any person, for damages that person is legally entitled to recover because of “bodily injury” to a person described in this definition in 1. or 2. above. This does not increase our limit of liability in any accident to an amount greater than the limit that applies to the person who has sustained a “bodily injury” and is described in this definition in 1. or 2. above.

However, “insured” shall NOT mean and does NOT include, unless otherwise required by law:

1. You;
2. A “family member”; or

3. Any other person;

while “occupying”, operating, or otherwise using any vehicle owned by, furnished, or available for the regular use of you or a “family member”, if that vehicle is not “your covered auto”. To the extent such a person is or will be required by law to be an “insured”, that person will only be deemed an “insured” under **PART C** for “minimum limits” or the minimum amount required by law for uninsured motorists coverage, any and all coverage under **PART C** for such an “insured” applies excess to all other available uninsured and/or underinsured motorists coverage, and only after all other insurance and other sources of recovery have been exhausted by payment.

- D. “Minimum limits”, as used in this endorsement, means the minimum amounts of liability insurance required under a financial responsibility or compulsory insurance law of the state where “your covered auto” is registered, as shown in our records, that apply to the owner or operator of a private passenger automobile. The minimum limits amount will be the each person/each accident limit required by these laws.
- E. “Property damage”, as used in this endorsement, means physical harm to or destruction of:
1. “Your covered auto” for which **Uninsured Motorists Property Damage Coverage** has been purchased; and
 2. Items of personal property owned by an “insured” and contained in that auto described directly above in paragraph 1.
- F. “Uninsured motor vehicle” means a land motor vehicle that is:
1. Not insured or bonded for liability, or no deposit of cash or securities, for liability applies at the time of the accident;
 2. Insured or bonded for liability at the time of the accident, but the bonding or insuring company denies coverage or is, or becomes, insolvent;
 3. Insured or bonded for “bodily injury” liability at the time of the accident, but for which the sum of the limits of liability under all bodily injury liability policies applicable at the time of the accident is less than the sum of:
 - a. The limit of liability for **PART C** applicable to the vehicle the “insured” was “occupying” or using at the time of the accident; and
 - b. Any other limits of liability for uninsured motorists coverage applicable under policies affording such coverage to the “insured” as a Named Insured or a “family member”; or
 4. Bonded for liability, or has a deposit of cash or securities for liability that applies, at the time of the accident but it is not enough to pay the full amount the “insured” is legally entitled to recover as damages;
 5. A hit-and-run motor vehicle for which the owner or operator is unknown or cannot be identified, and that motor vehicle causes “bodily injury” to an “insured”, and/or “property damage”, by striking or hitting that “insured”, “your covered auto”, or a vehicle an “insured” is “occupying”; or
 6. Owned or operated by a person protected by immunity under the Mississippi Tort Claims Act, as amended, if the “insured” has exhausted all administrative remedies under the Act.
- An “uninsured motor vehicle” does NOT include any vehicle or its equipment:
1. Located for use as a residence or premises;
 2. Designed for use mainly off public roads, while not on public roads;
 3. Operated on rails or crawler treads;
 4. Owned by any United States government or any of its subdivisions or agencies, and against which a claim shall be made under the Federal Tort Claims Act; or
 5. That is either:
 - a. Shown in the Declarations, or insured under the liability coverage, of this policy;
 - b. Owned by, furnished, or available for the regular use of you or a “family member”;
 unless it is “your covered auto” to which **PART A** of this policy applies and either:

- a. That liability coverage is excluded for damages sustained in the accident; or
- b. The sum of the limits of liability under all bodily injury liability policies applicable at the time of the accident is less than the sum of:
 - 1) The limit of liability for **Uninsured Motorists Coverage** applicable to the vehicle the “insured” was “occupying” or using at the time of the accident; and
 - 2) Any other limits of liability for **Uninsured Motorists Coverage** applicable under policies affording uninsured motorists coverage to the “insured” as a Named Insured or a “family member”;

in which case “your covered auto” is an “uninsured motor vehicle” as described here, and any such **Uninsured Motorists Coverage** that applies under this policy will be available in an amount up to, but not more than, “minimum limits”.

ADDITIONAL TERMS AND DUTIES

The coverage provided by this endorsement is also subject to these additional terms and duties:

- A. If the owner or operator of an “uninsured motor vehicle” has liability insurance, self-insurance, bond, or a deposit of cash or securities for liability, we will not make a payment under **Uninsured Motorists Coverage** to or for an “insured” until after one of the following occurs:
 1. You and we agree, in writing, to a written settlement;
 2. We have been given both:
 - a. Prompt written notice of an offer of settlement by the owner, operator, or insurer of an “uninsured motor vehicle”; and
 - b. Within 30 days of that offer notice, an opportunity to advance payment to the “insured” in an amount equal to that offer of settlement so as to protect our rights to recover against the liable owner and/or operator, or its insurer; or
 3. The limits of liability under those other applicable liability policies or bonds, or the amount of the cash deposit or securities for liability, have been exhausted by payment of judgments or settlements.
- B. Without our prior written consent, we are not bound by:
 1. Any settlement for damages; or
 2. Any judgment arising out of a lawsuit;
 against the owner or operator of an “uninsured motor vehicle”.
- C. In the event of an accident involving a hit-and-run or unidentified vehicle, you, or someone on your behalf, must contact:
 1. The police, or other law enforcement with proper jurisdiction, within 24 hours, or as soon as reasonably possible; and file a written report with the proper authorities as soon as practicable; and
 2. Us within 30 days of, or as soon as practicable;
 after that accident.

EXCLUSIONS

- A. **Uninsured Motorists Coverage** does NOT cover “bodily injury” to an “insured” or any person, and does NOT cover “property damage”:
 1. If the claim is settled with the owner, operator, or insurer of an “uninsured motor vehicle” without our written consent and our rights are prejudiced.
 2. That occurs while “occupying” or using a vehicle without permission from the owner of the vehicle. This does not apply to you or a “family member” when “occupying” or using “your covered auto”.
 3. That occurs while “your covered auto” is being used to carry persons or property for compensation, a fee, a charge, or for any form of money, salary, income, property, consideration, or any other thing of value including, but not limited to, any mileage or expense allowance. This exclusion does not apply to shared expense carpools.

4. Who is involved in any prearranged, organized, or spontaneous race, or who is involved in:
 - a. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
 - b. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

5. Using "your covered auto" at a:
 - a. Racing facility; or
 - b. Facility or roadway temporarily designed for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions 4.a. and 5. do not apply while "your covered auto" is:

- a. In a race facility's "paddock" area or a specified show display area;
 - b. Being trailered from one location to another;
 - c. Used by you to attend a racing event as a spectator;
 - d. Being operated for purposes of display in any pre- or post-race parade laps; or
 - e. Involved in an organized event on public roads while operated within legal speed.
6. Using "your covered auto" to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:
 - a. Forced hydraulic bouncing competitions or exhibitions;
 - b. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
 - c. Stereo thumping competitions or exhibitions; or
 - d. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, this Exclusion 6. does not apply while "your covered auto" is:

- a. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this exclusion;
- b. Being trailered from one location to another; or
- c. Used by you to attend an event as a spectator.

B. Uninsured Motorists Coverage shall NOT apply, directly or indirectly, to benefit any:

1. Workers' compensation or disability benefits insurer;
2. Self-insurer under any workers' compensation, or disability benefits or similar law;
3. Government body or agency; or
4. Insurer or self-insurer of property.

C. We do NOT provide any coverage of any kind for any punitive or exemplary damages, however named, and we do not cover any and all:

1. Damages that are separate from sums intended to provide compensation, and are instead intended or awarded to:
 - a. Punish or deter wrongful, malicious, or unlawful conduct by any person or party; or
 - b. Fine, penalize, or impose a statutory penalty; and
2. Attorney fees, interest, costs, or other fees awarded in connection with the award of any such punitive or exemplary damages.

D. There is no coverage under **PART C** for or related to:

1. The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one accident.
2. "Property damage" that has been compensated by any insurance, including under **PART D** of this policy or otherwise.
3. Any other deductible amount for or related to any "property damage", or other unpaid portions of loss or damage related to "property damage", for which you or any "insured" are responsible for under this or any other policy or source of recovery.

LIMIT OF LIABILITY

Our limit of liability, which is the most we will pay, is the limit shown in the Declarations. That limit is subject to the following terms:

A. The most we will pay for all covered damages is:

1. The limit for each person shown in the Declarations, which shall:
 - a. Apply for all claims due to "bodily injury" to one person in any one accident; and
 - b. Include all claims allowed by law and incurred by persons other than the person who sustains the actual "bodily injury" that results from an accident. These claims include, but are not limited to, derivative or independent claims, however labeled and where allowed by law, for: wrongful death; loss of consortium, companionship, society, support, and services; and emotional distress or mental anguish as a result of seeing the accident or "bodily injury".
2. The "bodily injury" limit shown in the Declarations for each person and each accident:
 - a. Shall apply for "bodily injury" to two or more persons in any one accident; and
 - b. Is subject to the "bodily injury" limit for each person as described above.
3. The limit for "property damage" related to, or arising out of, any one accident, if there is a separate limit shown in the Declarations for **Uninsured Motorists Property Damage Coverage**.
4. If only a single each accident limit is shown as the limit of liability in the Declarations for **Uninsured Motorists Coverage**, that amount shown is the most we will pay for the total of all covered damages resulting from any one accident. We will comply with any law requiring us to provide any separate limits, but this does not increase the total limit of liability that applies to each accident.

The limits described above will apply unless the terms of this endorsement indicate only the "minimum limits" are applicable, and then those "minimum limits" will be applied and in the same manner as described herein.

B. There will be no adding, stacking, or combining of limits for any one covered accident no matter the number of:

1. Injured persons, claims, or lawsuits asserted;
2. Vehicles or trailers involved in the accident;
3. Insureds on this policy or involved in the accident; or
4. Vehicles or premiums shown in the Declarations.

C. However, notwithstanding any policy provision to the contrary, if the **Uninsured Motorists Coverage** applies to an "insured" who is you and/or a "family member" (referred to as a Class I "insured"), then for that applicable **Uninsured Motorists Coverage**, the following terms apply for any stacking or adding of such **Uninsured Motorists Coverage** that is required by Mississippi law, as amended, for a Class I "insured":

1. **Uninsured Motorists Coverage** stacking will be provided only if, when, and as required by Mississippi law, as amended, for Class I "insureds".
2. The most we will pay for all covered damages for a Class I "insured" is the applicable limit of **Uninsured Motorists Coverage** multiplied by the number of "your covered autos" on this policy as shown in the Declarations for which you have purchased **Uninsured Motorists Coverage**, and only as necessary to cover damages.
3. When **Uninsured Motorists Coverage** stacking applies, the each accident limit that is shown as the limit of liability in the Declarations for **Uninsured Motorists Coverage** will increase only to the extent that the stacking described above, increases the amount payable to a Class I "insured" who is entitled

under Mississippi law, as amended, to stack coverage to an amount that exceeds the non-stacked each person limit of liability shown in the Declarations that is otherwise the limit applicable to that Class I "insured".

- D. Any stacking described above will NOT apply:
1. To any "insured" who is not you or a "family member". The most we will pay for all covered damages for an "insured" other than you and/or a "family member" is the applicable limit of Uninsured Motorists Coverage shown in the Declarations applicable to "your covered auto" that "insured" was "occupying" at the time of the accident; or
 2. When this policy covers 4 or more vehicles and an election has been made to NOT stack **Uninsured Motorists Coverage**, only a total single limit of **Uninsured Motorists Coverage** will apply, as shown in the Declarations and as described in paragraphs A. and B. above.
- E. Our limit of liability for **Uninsured Motorists Coverage** shall be reduced by any amount paid or to be paid because of "bodily injury" and/or "property damage" by or on behalf of any persons or parties that may be legally responsible for the injury, including, but not limited to, all amounts paid under **PART A** of this policy.
- F. If applicable, the **Uninsured Motorists Property Damage** limit shown in the Declarations is the most we will pay for all covered damages for or related to "property damage" sustained in any one accident, and is also subject to the following:
1. For "property damage", we shall not pay more than the lowest of the:
 - a. The limit shown in the Declarations for **Uninsured Motorists Property Damage**;
 - b. Cost of repair or replacement;
 - c. "Guaranteed Value[®]" of the damaged property, as shown in the Declarations or Schedule, at the time of the accident, if the damaged property is "your covered auto"; or
 - d. If there is damage to personal property which is contained within "your covered auto" at the time of the accident, actual cash value of that property.
 2. Our payment will not include, and you are responsible for, the amount of the salvage value if you or the owner retains salvage. The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.
- G. Duplicate payments will not be allowed or made for the same element of damages, expense, or loss that has been or will be paid by any other coverage under this policy, any other policy, or by any other source.

OTHER INSURANCE

As to "bodily injury", and any damages arising from "bodily injury", if there is other uninsured and/or underinsured motorists coverage, or similar type of insurance or source of recovery, that applies or is available under one or more policies:

- A. Except when the "insured" is "occupying" "your covered auto", the coverage under this policy, if applicable, shall be excess to all other insurance, whether that insurance is considered primary, secondary, or excess; and
- B. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered damages or loss. Our share of the covered damages or loss is the proportion that our limit of coverage under **Uninsured Motorists Bodily Injury Coverage** bears to the total of all applicable limits with the same priority as this coverage.

As to "property damage", and any damages arising from "property damage", if there is any kind of insurance similar or otherwise, including under **PART D** of this policy) or any other source of recovery that applies or is available, then we do NOT provide coverage under this **PART C** for what has been or will be compensated by any other insurance or any other source of recovery for or related to "property damage".

In issuing this policy of insurance we have relied upon your representation that you will purchase and maintain other insurance providing this coverage on a primary basis with respect to you and any "family members". However, this insurance shall be primary to such other insurance for any "insured" while "occupying" or using "your covered auto".

All other policy provisions apply.