

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

UNINSURED MOTORISTS COVERAGE – LOUISIANA

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".

We will pay under this coverage only after the submission of claims exceeds the limits of liability under any applicable bodily injury liability bonds or policies.

B. "Insured" as used in this endorsement 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 but the amount paid for "bodily injury" 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. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or 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" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the "insured" must show, by an independent and disinterested witness that the "bodily injury" was the result of the actions of an unidentified motorist.

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.

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 by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

SUPPLEMENTARY PAYMENTS

We will pay to an "insured" prejudgment interest awarded by a court to the "insured" on that part of a judgment we pay.

This payment will not reduce the limit of liability.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by:
1. An "insured" while "occupying", or when struck by, any 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. Any "insured" while "occupying" "your covered auto" when it is being used in any "business". This Exclusion (A.2) only applies to the extent that the limits of liability for this coverage exceed the state's required minimum limits.

However, this Exclusion (A.2.) does not apply to a share-the-expense car pool or when "your covered auto" is being used as a public or livery conveyance.
 3. Any "insured" using:
 - a. "Your covered auto" without your express or implied permission; or
 - b. Any vehicle, other than "your covered auto", without the express or implied permission of the owner of such vehicle.
- B. 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.
- C. 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. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **Part A** or **Part B** 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.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss 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 more than one policy or provision of coverage that is similar to the insurance provided by this endorsement:

- A. With respect to "bodily injury" sustained by an "insured":
 - 1. While "occupying" a vehicle owned by that person or while not "occupying" any vehicle, any recovery for damages sustained by an "insured" as a named insured or family member may equal but not exceed the highest applicable limit for any one vehicle under this insurance or any other insurance.
 - 2. While "occupying" a vehicle not owned by that person, including any vehicle while used as a temporary substitute for "your covered auto", the following priorities of recovery will apply:
 - a. The uninsured motorists coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident will be primary.
 - b. If the primary insurance is exhausted, any excess recovery for damages sustained by an "insured" as a named insured or family member may equal but not exceed the highest applicable limit for any one vehicle under this insurance or any other insurance. In no instance will more than one limit be available as excess insurance.
- B. We will pay only our share of loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

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 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 the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.

PART F – GENERAL PROVISIONS

The **Our Right To Recover Payment** Provision is amended as follows:

Paragraph A. of this provision does not apply to damages an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle" under Uninsured Motorists Coverage.

All other policy provisions apply.