

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## UNDERINSURED MOTORISTS COVERAGE (STACKED) – PENNSYLVANIA

### SCHEDULE

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

### INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured 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 "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written notice of such tentative settlement; and
  - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

No judgment for damages arising out of a suit brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect our interests in the suit.

B. "Insured" as used in this endorsement means:

1. Any person "occupying" "your covered auto";
2. 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 B.1. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type 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.

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

1. For which liability coverage is provided under **Part A** of this policy.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

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**EXCLUSIONS**

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By you:
    - a. While "occupying" any motor vehicle owned by or furnished for the regular use of you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
    - b. When struck by any motor vehicle owned by or furnished for the regular use of you or any "family member" under any circumstances, whether or not such vehicle is insured for coverage under this or any other policy as such vehicle can never be an "underinsured motor vehicle" as defined in the insuring agreement of this endorsement. This includes a trailer of any type used with that vehicle.
  2. By a "family member":
    - a. While "occupying" any motor vehicle owned by or furnished for the regular use of you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle
    - b. When struck by any motor vehicle owned by or furnished for the regular use of you or any "family member" under any circumstances, whether or not such vehicle is insured for this coverage under this or any other policy. This includes a trailer of any type used with that vehicle.
  3. By any other person:
    - a. While "occupying" any motor vehicle owned by or furnished for the regular use of you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
    - b. When struck by any motor vehicle owned by or furnished for the regular use of you or any "family member" under any circumstances, whether or not such vehicle is insured for this coverage under this or any other policy. This includes a trailer of any type used with that vehicle.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
  2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. We do not provide Underinsured Motorists Coverage for "noneconomic loss" sustained by any "insured" to whom the limited tort alternative applies, resulting from "bodily injury" caused by an accident involving an "underinsured motor vehicle", unless the "bodily injury" sustained is a "serious injury".
- This Exclusion (C.) does not apply if that "insured" is injured while "occupying" a motor vehicle insured under a commercial motor vehicle insurance policy.
- D. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any disability benefits or similar law, except a workers' compensation law.
- E. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

**LIMIT OF LIABILITY**

- A. If "bodily injury" is sustained in an accident by you or any "family member":
1. 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 such accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage.

2. Subject to the maximum limit for each person described in A.1. above, our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage.
3. Subject to the maximum limits of liability set forth in A.1. and A.2. above, the most we will pay for "bodily injury" sustained in such accident by an "insured" other than you or any "family member" is the each person or each accident Limit Of Liability shown in the Schedule or in the Declarations applicable to the vehicle that the "insured" was "occupying" at the time of the accident.

The maximum limit of liability is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

- B. If "bodily injury" is sustained by any "insured" other than you or any "family member" in an accident in which neither you nor any "family member" sustains "bodily injury", the Limit Of Liability shown in the Schedule or in the Declarations for each person for Underinsured 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 Schedule or in the Declarations for each accident for Underinsured 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 Schedule or in the Declarations; or
4. Vehicles involved in the accident.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **Part A, Part B** or **Part C** of 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 pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits or similar law, except a workers' compensation 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:

The following priorities of recovery apply:

<b>First</b>	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident
<b>Second</b>	The policy affording Underinsured Motorists Coverage to the "insured" as a named insured or "family member"

If two or more policies have equal priority, the insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority. The insurer is thereafter entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim.

**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 "underinsured 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. A decision agreed to by at least two of the arbitrators will be binding.

**ADDITIONAL DUTIES**

A person seeking Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**PART F – GENERAL PROVISIONS****OUR RIGHT TO RECOVER PAYMENT**

The following is added:

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

**TWO OR MORE AUTO POLICIES**

The following is added:

1. This provision does not apply to **UNDERINSURED MOTORISTS COVERAGE**.
2. No one will be entitled to receive duplicate payments for the same elements of loss under **UNDERINSURED MOTORISTS COVERAGE**.

All other policy provisions apply.