THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – OHIO

SCHEDULE

Description Of Vehicle	Premium For Property Damage Uninsured Motorists Coverage	Limit Of Liability
		$7,500
		$7,500
		$7,500
Coverage is subject to a $250 Deductible.		

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 arising out of actual physical contact with "your covered auto". 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. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include:

1. Loss of use of "your covered auto"; or

2. Damage to personal property contained in "your covered auto".

C. "Uninsured motor vehicle" 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. In this case its limit for property damage liability must be less than the minimum limit for property damage liability specified by the financial responsibility law of Ohio.

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.

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

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

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.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "property damage":

1. If an "insured" or the legal representative settles the "property damage" claim and such settlement prejudices our right to recover payment.

2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion **(A.2.)** does not apply to a share-the-expense car pool.

3. For any "insured" using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.

4. For the first $250 of the amount of the "property damage" to each of "your covered autos" as the result of any one accident.

5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.

6. If the owner or operator of the "uninsured motor vehicle" cannot be identified.

B. This coverage shall not apply directly or indirectly to benefit any insurer of the property.

C. We do not provide Property Damage Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:

1. The limit of liability shown in the Schedule or in the Declarations; or

2. The actual cash value of "your covered auto".

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 Declarations; or

4. Vehicles involved in the accident.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

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 by 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 similar to the insurance provided by this endorsement.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this endorsement; 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 their 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 coverage under this endorsement must also promptly send us copies of the legal papers if a suit is brought.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

 PP 14 04 01 05