

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – LOUISIANA

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

I. Property Damage Uninsured Motorists Coverage

SCHEDULE

Description Of Vehicle	Premium For Property Damage Uninsured Motorists Coverage	Limit Of Liability
	\$	\$25,000
	\$	\$25,000
	\$	\$25,000
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. 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 property damage liability bonds or policies.
- B.** "Insured" as used in this endorsement means you or any "family member".
- C.** "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 property owned by the "insured" while contained in "your covered auto".

- D.** "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 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. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes "property damage" without hitting "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 "property damage" was the result of the actions of an unidentified motorist.
4. 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 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.

Exclusions

- A. We do not provide Uninsured Motorists Coverage for "property damage":
 1. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (A.1.) does not apply to a share-the-expense car pool.
 2. Sustained by 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.
 3. For the first \$250 of the amount of the "property damage" to each of "your covered autos" as the result of any one accident.
 4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.
- 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 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 available under more than one policy or provision of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages for "property damage" sustained by an "insured" may equal but not exceed \$25,000.
2. 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.

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.

II. Part F – General Provisions

The **Our Right To Recover Payment** Provision of Part **F** is amended as follows with respect to Property Damage Uninsured Motorists Coverage:

Our Right To Recover Payment

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 Paragraph **2.** of the definition of "uninsured motor vehicle".

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