

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS COVERAGE REDUCED BY
AT-FAULT LIABILITY LIMITS – GEORGIA**

SCHEDULE

Any amount payable for damages under this coverage will be in excess of the applicable per accident deductible.

| Uninsured Motorists Coverage | Per Accident Deductible Applies | | |
|----------------------------------|---------------------------------|----|--------------------------|
| Bodily Injury Liability | <input type="checkbox"/> Yes | \$ | Deductible Amount |
| | <input type="checkbox"/> No | | |
| Property Damage Liability | <input type="checkbox"/> Yes | \$ | Deductible Amount |
| | <input type="checkbox"/> No | | |

PART C – UNINSURED MOTORISTS COVERAGE

Part **C** is replaced by the following:

Insuring Agreement

A. We will pay compensatory damages in excess of any applicable deductible shown in the Schedule or in the Declarations for this coverage which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "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 limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an "insured" and the insurer of the "uninsured motor vehicle" for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

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. "Property damage" as used in this endorsement means injury to or destruction of:

1. "Your covered auto" (including its resulting loss of use).
2. Any property owned by a person listed in 1. or 2. of the definition of "insured" while contained in "your covered auto".

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which there is neither:
 - a. Cash or securities on file with the Georgia Director of Public Safety; nor
 - b. A liability bond or policy; applicable at the time of the accident.

2. To which a liability bond or policy applies at the time of the accident but its limit of liability is either:
 - a. Less than the sum of the limits of liability applicable to the "insured" for Uninsured Motorists Coverage under this policy and any other policy; or
 - b. Reduced by payments to others to an amount which is less than the sum of the limits of liability applicable to the "insured" for Uninsured Motorists Coverage under this policy and any other policy.
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" or "property damage" 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 facts of the accident must be corroborated by an eyewitness to the accident other than the "insured" making the claim.
4. To which a 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 for the regular use of you or any "family member".
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" or "bodily injury" sustained by any "insured":
 1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent. However, an "insured" may, without our consent, release the insurer of the "uninsured motor vehicle" from further obligation to pay damages after accepting from such insurer a settlement which exhausts the limits of liability under any applicable liability bonds or policies.

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. 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. If the property is contained in or struck by a motor vehicle (other than "your covered auto") owned by you or any "family member".
- B. This coverage shall not apply directly or indirectly to benefit:
 1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

- A. The limit of "bodily injury" 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 "bodily injury" 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.

The limit of "property damage" liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all "property damage" 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. The limit of liability shall be reduced by all sums paid because of the "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible.
- This includes all sums paid under Part A of the policy.

- C.** 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.
- 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 workers' compensation law.
- F.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.

Other Insurance

If there is other applicable similar insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this Part of the policy:

1. The following priorities of recovery apply:

| | |
|---------------|---|
| First | The policy affording Uninsured Motorists Coverage to the "insured" as a named insured or family member. |
| Second | The Uninsured Motorists Coverage applicable to the vehicle the "insured" was occupying at the time of the accident. |

2. We will pay only for our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.