

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNDERINSURED MOTORISTS COVERAGE – SOUTH CAROLINA

### SCHEDULE

Coverage is provided where a premium and a limit of liability are shown for the coverage.

Underinsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
<b>Bodily Injury Liability</b>	\$ <b>Each Person</b> \$ <b>Each Accident</b>			
<b>Property Damage Liability</b>	\$ <b>Each Accident</b>	\$	\$	\$

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

"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.

"Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include damage to property owned by the "insured" while contained in "your covered auto".

"Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident in limits equal to or greater than the minimum limit for liability specified by the South Carolina Financial Responsibility Act, but the limits of that bond or policy are 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. Operated on rails or crawler treads.
2. Designed mainly for use off public roads while not upon public roads.
3. While located for use as a residence or premises.

### EXCLUSIONS

**A.** We do not provide Underinsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, a motor vehicle owned by such "family member" which is not insured for this coverage. This includes a trailer of any type used with that vehicle.

**B.** We do not provide Underinsured Motorists Coverage for "property damage" or "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. 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.

#### **LIMIT OF LIABILITY**

A. If "bodily injury" is sustained in an accident by any "insured" while "occupying" "your covered auto", or if "your covered auto" sustains "property damage" in an accident:

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 that accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability Underinsured Motorists Coverage.
2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of "bodily injury" sustained in that accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability Underinsured Motorists Coverage.
3. Subject to the maximum limit of liability set forth in Paragraphs 1. and 2. above:
  - a. The most we will pay for "bodily injury" sustained in that accident by an "insured" other than you or any "family member" is that "insured's" pro rata share of the each person or each accident limit shown in the Schedule or in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to the vehicle that "insured" was "occupying" at the time of the accident; and
  - b. You or any "family member" who sustains "bodily injury" in that accident will also be entitled to a pro rata share of the each person or each accident limit described in Paragraph a. above.

A person's pro rata share shall be the proportion that that person's "bodily injury" damages bears to the total of all "bodily injury" damages sustained by all "insureds".

4. Our maximum limit of liability for all "property damage" resulting from that accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability Underinsured Motorists Coverage.

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 in an accident by you or any "family member" while not "occupying" any auto:

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 that accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability Underinsured Motorists Coverage.
2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of "bodily injury" sustained in that accident is the sum of the Limits Of Liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability Underinsured Motorists Coverage.

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.

**C.** If "bodily injury" is sustained in an accident by you or any "family member" while "occupying" a vehicle not owned 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 that accident is the highest each person Limit Of Liability shown in the Schedule or in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to any one of "your covered autos".
2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of "bodily injury" sustained in that accident is the highest each accident Limit Of Liability shown in the Schedule or in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to any one of "your covered autos".

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.

**D.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **C** or Part **D** of this Policy.

**E.** 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.

**F.** 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.

**G.** We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

## **OTHER INSURANCE**

**A.** If an "insured" sustains "bodily injury" while:

1. "Occupying" a vehicle:

- a. Not owned by that person, including any vehicle while used as a temporary substitute for "your covered auto"; or
- b. Owned by you or any "family member" which is not insured for this coverage under this Policy; or

2. Not "occupying" any vehicle;

the following priorities of recovery apply:

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

1. If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.

2. If there is applicable insurance available under the first priority:

- a. The limit of liability applicable to the vehicle the "insured" was "occupying", under the Policy in the first priority, shall first be exhausted; and
- b. The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.

3. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits in the same level of priority.

**B.** With respect to "property damage", this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.

## **ADDITIONAL DUTY**

Any person seeking coverage under this endorsement must also promptly send us copies of the legal papers if a suit is brought.

## GENERAL PROVISIONS

Part **F** is amended as follows with respect to Underinsured Motorists Coverage:

- A.** The **Our Right To Recover Payment** Provision does not apply to Underinsured Motorists Coverage.
- B.** The following is added to the **Two Or More Auto Policies** Provision:
  - 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.

- C.** The following provision is added:

### **Conformity To Statute**

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.