

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

UNINSURED MOTORISTS COVERAGE – INDIANA

Part C – Uninsured Motorists Coverage is replaced by the following:

SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability	\$300 Uninsured Motorists Coverage Property Damage Deductible Applies
1. Bodily Injury Liability	\$ \$ each person each accident	not applicable
2. Property Damage Liability	\$ each accident	<input type="checkbox"/> yes <input type="checkbox"/> no

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:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, Item 3. of the definition of "uninsured motor vehicle", concerning an unidentified hit-and-run vehicle, will not apply to "property damage".

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. "Insured" as used in this Part means:

1. You or any "family member", and any other person, while "occupying" "your covered auto"; or
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 1. above.

C. "Noneconomic loss" as used in this endorsement means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.

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

1. "Your covered auto"; or
2. Any property owned by a person listed in 1. or 2. of "insured" while contained in "your covered auto".

However, "property damage" shall not include loss of use of damaged or destroyed property.

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

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the financial responsibility law of Indiana.
3. Which, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose owner or operator cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

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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 within two years of the date of the accident.

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. Owned by any governmental unit or agency while being used in an authorized manner;
3. Owned by or furnished or available for the regular use of you or any "family member";
4. Operated on rails or crawler treads;
5. Designed mainly for use off public roads while not on public roads; or
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide coverage under this endorsement for "property damage" or "bodily injury" sustained by any "insured":
 1. While "occupying" or when struck by, any motor vehicle owned by you which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
 3. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (A.3.) does not apply to a share-the-expense car pool.
 4. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.
 5. For the first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one accident with an "uninsured motor vehicle" if the Schedule or Declarations indicates that the deductible applies to this coverage. This Exclusion (A.5.) does not apply if "your covered auto" is legally parked and unoccupied when involved in an accident with an "uninsured motor vehicle".
 6. While "occupying" any vehicle other than "your covered auto".
- 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.
- D. We do not provide Uninsured Motorists Coverage for "noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1

This exclusion (D.) does not apply to an "insured" under 18 years of age.

LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the Schedule or 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 Schedule or 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 Schedule or 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 this policy.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **Part A** or **Part B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by 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 of the following or similar law:
1. Worker's compensation law; or
 2. Disability benefits 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 insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy.

The following priorities of recovery apply:

First	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was occupying at the time of the accident.
Second	Any other policy affording Uninsured Motorists Coverage to the "insured".

- A. When there is applicable insurance available under the First priority:
1. The limit of liability applicable to the vehicle the "insured" was "occupying", under the policy in the First priority, shall first be exhausted; and
 2. The maximum recovery under all policies in the Second priority shall not exceed the highest limit for any one vehicle under any one policy providing coverage to the "insured".
- B. When 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.
- C. 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 limits applicable to the same level of priority.

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 Part 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 as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

All other policy provisions apply.