

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PART C – MISSOURI

UNINSURED MOTORISTS BODILY INJURY COVERAGE

INSURING AGREEMENT

- A. If the premium for this coverage has been paid, we will pay for compensatory damages that an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” for “bodily injury” sustained by an “insured” and caused by an auto accident, and subject to all other policy terms, definitions, conditions, exclusions, limitations, and duties for coverage to apply.

The owner’s or operator’s liability for these damages must:

1. Be due to an auto accident; and
2. Arise out of and be causally connected to the ownership, maintenance, or use of the “uninsured motor vehicle”.

Any payment by us for this **Uninsured Motorists Bodily Injury Coverage** is subject to the limits elected and shown in the Declarations, and as further described in the **Limit of Liability** provision of this endorsement.

- B. As used in this endorsement only:

1. The use of the term accident also includes an occurrence or incident.
2. “Bodily injury” means bodily injury, sickness, or disease, including death, resulting therefrom.

- C. “Insured” as used in this endorsement means:

1. You or a “family member” while “occupying” “your covered auto”.
2. You or a “family member” while not “occupying” a motor vehicle.
3. Any other person while “occupying” or using “your covered auto” with express or implied permission from you.
4. Any person, for damages that person is legally entitled to recover because of “bodily injury” to a person described in this definition in 1., 2., or 3. above. This does not increase our limit of liability in any accident to an amount greater than the limit that applies to the person who has sustained a “bodily injury” and is described in this definition in 1., 2., or 3. above.

However, “insured” shall NOT mean and does NOT include:

1. You;
2. A “family member”; or
3. Any other person;

while “occupying”, operating, or otherwise using any vehicle owned by, furnished, or available for the regular use of you or a “family member”, if that vehicle is not “your covered auto”.

- D. “Minimum limits”, as used in this endorsement, means the minimum amounts of liability insurance required under a financial responsibility or compulsory insurance law of the state where “your covered auto” is registered, as shown in our records, that apply to the owner or operator of a private passenger automobile. The minimum limits amount will be the each person/each accident limit required by these laws.

- E. “Uninsured motor vehicle” means a land motor vehicle that is:

1. Not insured or bonded for “bodily injury” liability at the time of the accident;
2. Insured or bonded for “bodily injury” liability at the time of the accident, but the:
 - a. Bonding or insuring company denies coverage or is, or becomes insolvent, if that insolvency is within two years after the date of the accident; or
 - b. Limit of liability for “bodily injury” under that policy or bond is less than the “minimum limits”, except when the liability insurer or bonding company offers or pays an amount equal to “minimum limits”; or

3. A vehicle for which the owner or operator cannot be identified, and that motor vehicle causes "bodily injury" to an "insured".

An "uninsured motor vehicle" does NOT include any vehicle or its equipment:

1. Located for use as a residence or premises;
2. Designed for use mainly off public roads, while not on public roads;
3. Operated on rails or crawler treads;
4. Shown in the Declarations, or insured under the liability coverage, of this policy;
5. Owned by, furnished, or available for the regular use of you or a "family member", but only for the portion of the "bodily injury" damages that is more than the amount of "minimum limits" and would otherwise be covered by this policy. This "minimum limit" protection does not imply or create any coverage if any other definitional exclusion listed here, or any other term in the policy, applies to prevent coverage;
6. Owned or operated by a self-insurer under any motor vehicle law that applies, other than a self-insurer that is or becomes insolvent within 2 years after the date of the accident; or
7. That is an underinsured motor vehicle, meaning a land motor vehicle for which one or more "bodily injury" liability bonds or policies apply at the time of the accident, but all limits available under those bonds and policies for "bodily injury" coverage are less than the amount set forth for the **Underinsured Motorists Bodily Injury Coverage** limits shown in the Declarations for this policy.

ADDITIONAL TERMS AND DUTIES

The coverage provided by this endorsement is also subject to these additional terms and duties:

- A. If the owner or operator of an "uninsured motor vehicle" has liability insurance, self-insurance, or bond, we will not make a payment under **Uninsured Motorists Bodily Injury Coverage** to or for an "insured" until after one of the following occurs:
 1. You and we agree, in writing, to a written settlement;
 2. We have been given both:
 - a. Prompt written notice of an offer of settlement by the owner, operator, or insurer of an "uninsured motor vehicle"; and
 - b. Within 30 days of that offer notice, an opportunity to advance payment to the "insured" in an amount equal to that offer of settlement so as to protect our rights to recover against the liable owner and/or operator, or its insurer; or
 3. The limits of liability under those other applicable liability policies or bonds have been exhausted by payment of judgments or settlements.
- B. Without our prior written consent, we are not bound by:
 1. Any settlement for damages; or
 2. Any judgment arising out of a lawsuit;
 against the owner or operator of an "uninsured motor vehicle".
- C. In the event of an accident involving an unidentified vehicle, you, or someone on your behalf, must contact:
 1. The police, or other law enforcement with proper jurisdiction, within 24 hours, or as soon as reasonably possible, and file a written report with the proper authorities as soon as practicable after that accident; and
 2. Us within 30 days of, or as soon as practicable after that accident. However, no claim will be denied based upon your failure to provide notice within such specified time, unless this failure operates to prejudice our rights, as per Missouri regulation 20 CSR 100-1.020.

EXCLUSIONS

- A. **Uninsured Motorists Bodily Injury Coverage** does NOT cover "bodily injury" to an "insured" or any person:
 1. If the claim is settled without our written consent and our rights are prejudiced.

2. That occurs while “occupying” or using a vehicle without permission from the owner of the vehicle. This does not apply to you or a “family member” when “occupying” or using “your covered auto”.
3. That occurs while “your covered auto” is being used to carry persons or property for a fee. This exclusion does not apply to shared expense carpools.
4. Who is involved in any prearranged, organized, or spontaneous race or who is involved in:
 - a. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
 - b. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

5. Using “your covered auto” at a:
 - a. Racing facility; or
 - b. Facility or roadway temporarily designed for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions 4.a. and 5. do not apply while “your covered auto” is:

- a. In a race facility’s “paddock” area or a specified show display area;
 - b. Being trailered from one location to another;
 - c. Used by you to attend a racing event as a spectator;
 - d. Being operated for purposes of display in any pre- or post-race parade laps; or
 - e. Involved in an organized event on public roads while operated within legal speed.
6. Using “your covered auto” to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:
 - a. Forced hydraulic bouncing competitions or exhibitions;
 - b. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
 - c. Stereo thumping competitions or exhibitions; or
 - d. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, this Exclusion 6. does not apply while “your covered auto” is:

- a. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this exclusion;
- b. Being trailered from one location to another; or
- c. Used by you to attend an event as a spectator.

B. Uninsured Motorists Bodily Injury Coverage shall NOT apply, directly or indirectly, to benefit any:

1. Workers’ compensation or disability benefits insurer;
 2. Self-insurer under any workers’ compensation, or disability benefits or similar law; or
 3. Government body or agency.
- C. We do NOT provide any coverage of any kind for any punitive or exemplary damages, however named, and we do not cover any:
1. Damages that are separate from sums intended to provide compensation, and are instead intended or awarded to:
 - a. Punish or deter wrongful, malicious, or unlawful conduct by any person or party; or

- b. Fine, penalize, or impose a statutory penalty; and
- 2. Attorney fees, interest, costs, or other fees awarded in connection with the award of any such punitive or exemplary damages.

LIMIT OF LIABILITY

Our **Uninsured Motorists Bodily Injury Coverage** limit of liability, which is the most we will pay, is the limit shown in the Declarations, though that limit is referenced as a purchase limit only and we have no duty to pay that full limit. That limit is subject to the following terms, in addition to all other policy terms, definitions, conditions, exclusions, limitations, and duties for coverage to apply:

- A. Subject to all reductions and terms as set forth in all paragraphs of this **Limit of Liability** provision, the most we will pay for all covered damages is:
 - 1. The limit for each person shown in the Declarations, which shall:
 - a. Apply for all claims due to “bodily injury” to one person in any one accident; and
 - b. Include all claims allowed by law and incurred by persons other than the person who sustains the actual “bodily injury” that results from an accident. These claims include, but are not limited to, derivative or independent claims, however labeled and where allowed by law, for: wrongful death; loss of consortium, companionship, society, support, and services; and emotional distress or mental anguish as a result of seeing the accident or “bodily injury”.
 - 2. The “bodily injury” limit shown in the Declarations for each person and each accident:
 - a. Shall apply for “bodily injury” to two or more persons in any one accident; and
 - b. Is subject to the “bodily injury” limit for each person as described above.
 - 3. If only a single each accident limit is shown as the limit of liability in the Declarations for **Uninsured Motorists Coverage**, that amount shown is the most we will pay for the total of all covered damages resulting from any one accident, and subject to all reductions and terms as set forth in all paragraphs of this **Limit of Liability** provision. We will comply with any law requiring us to provide any separate limits, but this does not increase the total limit of liability that applies to each accident.
- B. For an “insured” who is NOT you or a “family member”, there will be no adding, stacking, or combining of limits for any one covered accident no matter the number of:
 - 1. Injured persons, claims, or lawsuits asserted;
 - 2. Vehicles or trailers involved in the accident;
 - 3. Insureds on this policy or involved in the accident;
 - 4. Vehicles or premiums shown in the Declarations; or
 - 5. Policies issued by us.
- C. For an “insured” who is you or a “family member”, there will be no adding, stacking, or combining of limits for any one covered accident no matter the number of:
 - 1. Injured persons, claims, or lawsuits asserted;
 - 2. Vehicles or trailers involved in the accident; or
 - 3. Insureds on this policy or involved in the accident.
- D. If **Uninsured Motorists Bodily Injury Coverage** applies for “bodily injury” to an “insured” who is you or a “family member”, then any stacking or adding of such **Uninsured Motorists Bodily Injury Coverage** that is required by Missouri law, as amended, because there is more than one covered auto, premium paid, or policy will:
 - 1. Be provided only if and as required by Missouri law;
 - 2. Be limited to the stacking or adding of **Uninsured Motorists Bodily Injury Coverage** in an amount equal to “minimum limits” for each **Uninsured Motorists Bodily Injury Coverage** added per each covered auto, premium, or policy; and

3. Not increase the each accident limit that is shown as the limit of liability in the Declarations for **Uninsured Motorists Bodily Injury Coverage**, though subject to the following:
 - a. There is still only one each accident limit of liability that applies as shown in the Declarations, and that one each accident limit is the most we will pay for the total of all covered damages resulting from any one accident for all "insureds" due to "bodily injury"; and
 - b. Any stacking described above and/or required by law will apply only when that maximum each accident limit of liability for all "insureds" in one accident is not enough to cover all such covered damages in an accident involving both:
 - 1) You or a "family member"; and
 - 2) Any other "insured";
 in which case, then only you or a "family member" may proceed to stack **Uninsured Motorists Bodily Injury Coverage**, as described above, after that maximum each accident limit of liability has been exhausted by payment, and only as necessary to compensate any remaining covered damages for "bodily injury" to you or a "family member" for which compensation has not been paid.
- E. Our limit of liability for **Uninsured Motorists Bodily Injury Coverage** that is shown in the Declarations, and which is only referenced as a purchase limit and we have no duty to pay that full limit, shall be reduced by any amount paid or to be paid because of "bodily injury" by or on behalf of any persons or parties that may be legally responsible for the injury, including, but not limited to, all amounts paid under **PART A** of this policy. However, this shall not reduce the available amount to less than "minimum limits".
- F. Our limit of liability for **Uninsured Motorists Bodily Injury Coverage** shall not be reduced by any amount paid or to be paid because of "bodily injury" under:
 1. **PART B** of this policy; or
 2. Any workers' compensation law, disability benefits law, or similar laws, exclusive of any state non-occupational disability benefits law.
- G. Duplicate payments will not be allowed or made for the same element of damages, expense, or loss that has been or will be paid by any other coverage under this policy, any other policy, or by any other source.

OTHER INSURANCE

This **Other Insurance** provision does NOT in any way create, add, expand, or imply any coverage that does not already exist under this policy, or this coverage based on all the policy terms, definitions, conditions, exclusions, limitations, and duties for coverage to apply.

If there is other uninsured motorists coverage, or similar type of insurance or source of recovery, that applies or is available under one or more policies, the following terms apply subject to all other terms in this **Other Insurance** provision and the policy:

- A. Except when the "insured" is "occupying" "your covered auto", the coverage under this policy, if applicable, shall be excess to all other similar uninsured motorists insurance, whether that similar insurance is considered primary, secondary, or excess.
- B. If there is other similar insurance with the same priority as this coverage, we will not pay more than our share of the covered damages or loss. Our share of the covered damages or loss is the proportion that our limit of coverage under **Uninsured Motorists Bodily Injury Coverage** bears to the total of all applicable limits with the same priority as this coverage.

In issuing this policy of insurance we have relied upon your representation that you will purchase and maintain other insurance providing this coverage on a primary basis with respect to you and any "family members". However, this insurance shall be primary to such other insurance for any "insured" while "occupying" or using "your covered auto".

All other policy provisions apply.