

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE – OHIO

INSURING AGREEMENT

- A. If the premium for this coverage has been paid, we will pay for “property damage” that you or a “family member” are legally entitled to recover from the owner or operator of an “uninsured motor vehicle” because that “property damage” is directly caused by an accident with “your covered auto”.

The owner’s or operator’s liability for the “property damage” must:

1. Be due to an auto accident; and
2. Arise directly 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 Property Damage Coverage** is subject to the limit elected and shown in the Declarations, and as further described in the **Limit of Liability** provision of this endorsement.

- B. “Insured” as used in this endorsement means you or a “family member”. However, “insured” shall NOT mean and does NOT include you or a “family member” with respect to any vehicle other than “your covered auto” for which this “property damage” coverage has been purchased.
- C. “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.
- D. “Property damage”, as used in this endorsement, means physical injury to, or destruction of, only “your covered auto”. However, “property damage” does not include:
1. Loss of use of “your covered auto”; or
 2. Damage to, or destruction or loss of, personal property contained in “your covered auto”; or
 3. Diminution of value.
- E. “Uninsured motor vehicle” means a land motor vehicle that is:
1. Not insured or bonded for “property damage” liability at the time of the accident; or
 2. Insured or bonded for “property damage” liability at the time of the accident, but the:
 - a. Bonding or insuring company denies coverage or is, or becomes, insolvent; or
 - b. Limit of liability for “property damage” under that policy or bond is less than the “minimum limits”.

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. Owned by any government or any of its subdivisions or agencies;
5. Shown in the Declarations, or insured under the liability coverage, of this policy;
6. Owned by, furnished, or available for the regular use of you or a “family member”;
7. Owned or operated by a self-insurer under any motor vehicle law that applies, other than a self-insurer that is or becomes insolvent; or
8. If neither the owner nor operator have been identified.

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 Property Damage 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”.

EXCLUSIONS

A. **Uninsured Motorists Property Damage Coverage** does NOT cover “property damage”:

1. If the claim is settled without our written consent and our rights are prejudiced.
2. 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.
3. To any property or vehicles other than “your covered auto” for which an **Uninsured Motorists Property Damage Coverage** premium has been paid.
4. For the first \$250 of the amount of the “property damage” to any of “your covered autos” as the result of any one accident.
5. To any motor vehicle owned by you for which you have purchased **Collision Coverage** under this policy or any other policy.
6. If the owner or operator of the “uninsured motor vehicle” cannot be identified.
7. Caused by or resulting from “your covered auto” being involved in any prearranged, organized, or spontaneous race or 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.
8. Caused by or resulting from “your covered auto” being used at a:
 - a. Racing facility; or
 - b. Facility or roadway temporarily designated 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 7. a. and 8. 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.

9. Caused by or resulting from “your covered auto” being used 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 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 Property Damage Coverage** shall NOT apply, directly or indirectly, to benefit any:

1. Insurer of the property; or
2. 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 and all:

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 Property Damage Coverage** limit of liability, which is the most we will pay, is the limit shown in the Declarations. That limit is subject to the following terms:

A. The most we will pay for all covered damages and claims due to all “property damage” in any one accident is the lesser of:

1. The limit for each accident shown 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.

D. There will be no adding, stacking, or combining of limits for any one covered accident no matter the number of:

1. 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.
- E. Our limit of liability for **Uninsured Motorists Property Damage Coverage** shall be reduced by any amount paid or to be paid for the "property damage":
1. By or on behalf of any persons or parties that may be legally responsible; and
 2. Paid under **Collision Coverage** or any similar coverage from any source of recovery.
- F. 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

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 for "property damage":

- A. 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 Property Damage Coverage** bears to the total of all applicable limits with the same priority as this coverage.
- B. Notwithstanding paragraph A. above in this **Other Insurance** provision, the total recovery under all such policies or coverages cannot be greater than the single highest limit that applies for any one vehicle under one policy of insurance providing coverage on either a primary, secondary, or excess basis.

ARBITRATION

Arbitration is not available to resolve any disputes as to coverage or policy interpretation issues.

Arbitration may be used, if mutually agreed to by both parties, if we and an "insured" do not agree as to:

- A. Whether or not that "insured" is legally entitled to recover damages; or
- B. The amount of damages that "insured" is legally entitled to recover;

from the owner or operator of an "uninsured motor vehicle". Any such arbitration is limited to resolving only either one or both of those issues.

The following terms govern the arbitration process unless we and the "insured" otherwise agree in writing:

- A. Each party will select an impartial and qualified arbitrator. Those two arbitrators will select a third impartial and qualified arbitrator. If the first two arbitrators cannot agree within 30 days, either may request that selection of the third arbitrator be made by a court with proper jurisdiction.
- B. Arbitration will take place in the county in which the "insured" resides at the time of the accident.
- C. Local rules of law as to procedure and evidence will apply. Disputes as to procedure and evidence shall be subject to the authority of the arbitrator.
- D. Costs will be paid by each party as follows:
 1. Each party will pay the expenses it incurs and the costs of its own arbitrator selected; and
 2. Each party will share the expenses of the third arbitrator equally.
- E. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether or not that "insured" is legally entitled to recover damages; and
 2. The amount of damages that "insured" is legally entitled to recover, but only if that amount is not greater than "minimum limits".

If the arbitrators' award is greater than "minimum limits", 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 then be binding.

F. The arbitrators shall have no authority to:

1. Resolve any disputes as to coverage; who is an "insured"; the validity of any coverage election, rejection, or selection; residency status of a claimant; qualification of a person as an "insured"; rights or duties under the policy; statutes of limitations; or other policy interpretation issues;
2. Award any amount greater than the limit of liability;
3. Award any amount as punitive or exemplary damages, costs, interest, attorney fees, or other fees; or
4. Consolidate claims or disputes in arbitration without the mutual consent of the parties.

G. No party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class.

If there is no mutual agreement to arbitrate, all issues shall be resolved in a court of proper and competent jurisdiction.

All other policy provisions apply.