

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PART C – CONNECTICUT

UNINSURED/UNDERINSURED MOTORISTS 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” or “underinsured motor vehicle” for “bodily injury” sustained by an “insured” and caused by an auto accident.

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” or “underinsured motor vehicle”.

Any payment by us for this **Uninsured/Underinsured Motorists Coverage** is subject to the limits elected and shown in the Declarations, with either standard Underinsured Motorists Coverage or the conversion option for Underinsured Motorists Coverage, as elected and paid for by you, and as further described in the **Limit of Liability** provision of this endorsement.

- B. “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” “your covered auto” with a reasonable belief that he or she is legally entitled to do so.
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”.

- 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. “Underinsured motor vehicle” means:

1. If you purchased **Uninsured/Underinsured Motorists Coverage** with standard Underinsured Motorists (as shown in the Declarations), 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” liability coverage are less than the **Uninsured/Underinsured Motorists Coverage** limit for this policy.
2. If you purchased **Uninsured/Underinsured Motorists Coverage** with the conversion Underinsured Motorists option (as shown in the Declarations), a motor vehicle to which one or more liability bonds, self-insurance, or policies applies at the time of the accident, but the sum of all payments received by or on behalf of the insured from or on behalf of the person or party who may be legally responsible are less than the amount of the fair, just, and reasonable damages that insured is legally entitled to recover due to the motor vehicle accident.

An “underinsured 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 by a self-insurer under any motor vehicle law; or
8. That is an "uninsured motor vehicle".

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 bonding or insuring company denies coverage or is, or becomes, insolvent; or
3. A hit-and-run motor vehicle for which the owner or operator cannot be identified, and that motor vehicle causes "bodily injury" to an "insured", provided, however, if:
 - a. There is no physical contact between the hit-and-run motor vehicle and the insured or a vehicle occupied by the insured; and
 - b. Neither the owner or operator of the hit-and-run motor vehicle can be identified, then the facts of the accident must be proven by the insured by a preponderance of the evidence; or
4. "Your covered auto", but only if and when stolen and being operated by a thief who does not have permission from you or any "family member" to use "your covered auto" and, during that time, that thief causes "your covered auto" to strike you or a "family member" causing bodily injury while you or a "family member" are a pedestrian.

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 unless clause #4 of the first part of this definition that refers to operation by a thief applies as to when "your covered auto" is an "uninsured motor vehicle";
6. Owned by, furnished, or available for the regular use of you or a "family member" unless clause #4 of the first part of this definition that refers to operation by a thief applies as to when "your covered auto" is an "uninsured motor vehicle";
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. That is an "underinsured motor vehicle".

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" or "underinsured motor vehicle" has liability insurance, self-insurance, or bond, we will not make a payment under **Uninsured/Underinsured Motorists 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” or “underinsured 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” or “underinsured motor vehicle”.

C. In the event of an accident involving a hit-and-run or 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; and
2. Us within 30 days of, or as soon as practicable;

after that accident.

D. Our Right To Recover Payment does not apply against the owner or driver of an “underinsured motor vehicle”.

EXCLUSIONS

A. **Uninsured/Underinsured Motorists 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 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 5.a. and 6. 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 7. 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/Underinsured Motorists 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, exemplary, treble, or statutory multiple 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 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. If a split limit of liability is shown in the Declarations for **Uninsured Motorists Coverage** or **Underinsured Motorists Coverage** for each person and each accident, this is the most we will pay for all covered damages.

- 1. This limit shall apply to all claims due to "bodily injury" to:
 - a. Any one person in any one accident; and
 - b. Two or more persons in any one accident, subject to the "bodily injury" limit for each person as described in a. above.

This each person limit includes 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 limit for "property damage" related to, or arising out of, any one accident, if there is a separate limit shown in the Declarations for **Uninsured Motorists Property Damage Coverage**.

B. If a single limit of liability is shown in the Declarations for **Uninsured Motorists Coverage** or **Underinsured Motorists Coverage**, this is the most we will pay for the total of all covered damages for "bodily injury" (and if applicable "property damage") resulting from any one accident. 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.

C. 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.

D. Our limit of liability for **Uninsured/Underinsured Motorists Coverage** shall be reduced by any amount paid or to be paid because of "bodily injury":

1. 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. This reduction does not apply to amounts paid by or on behalf of any tortfeasor to anyone other than persons insured under this policy against which the claim is made;
2. Paid or payable because of "bodily injury" under any workers' compensation law, exclusive of any state non-occupational disability benefits law; and
3. Paid or payable under any disability benefits law or similar laws. This reduction shall not apply with respect to Social Security disability benefits paid or payable pursuant to the Social Security Act.

However, these reductions from the limits of liability shall not:

- a. Reduce the available amount to less than minimum limits; or
- b. Apply to an accident for which a claim is made involving an "underinsured motor vehicle" if you purchased **Uninsured/Underinsured Motorists Coverage** with the conversion Underinsured Motorists option (as shown in the Declarations).

E. The total damages an insured is legally entitled to recover because of the accident with the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" shall be reduced by any amount paid or to be paid because of bodily injury:

1. To an insured as medical expenses or payments, to the extent allowed as collateral source reductions under Connecticut law, and all sums paid or payable to an insured under any no-fault or personal injury protection (PIP) laws in any state; and
2. And as to an accident caused by an "underinsured motor vehicle" if you purchased **Uninsured/Underinsured Motorists Coverage** with the conversion Underinsured Motorists option (as shown in the Declarations):
 - a. All sums paid because of bodily injury by or on behalf of persons or organizations who may be legally responsible, including, but not limited to all sums paid under **PART A** of this policy;
 - b. Benefits paid pursuant to any workers' compensation law, disability benefits law, or similar law; and
 - c. From any other source of recovery, including any other insurance policy.

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 and/or underinsured motorists coverage, or similar type of insurance or source of recovery, that applies or is available under one or more policies:

- A. Except when the "insured" is "occupying" "your covered auto", the coverage under this policy, if applicable, shall be excess to all other insurance, whether that insurance is considered primary, secondary, or excess. If there is other 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/Underinsured Motorists 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.

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.