

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## PART C – FLORIDA

### UNINSURED MOTORIST COVERAGE (STACKED)

#### 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 “bodily injury”:

1. Sustained by an “insured”; and
2. 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 “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 endorsement means:

1. You or a “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.

C. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for “bodily injury” under that bond or policy to an “insured” is not enough to pay the full amount the “insured” is legally entitled to recover for damages.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in “bodily injury” without hitting:
  - a. You or a “family member”;
  - b. A vehicle which you or a “family member” are “occupying”; or
  - c. “Your covered auto”.

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

4. To which a bodily injury 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 4 years of the date of the accident.

However, “uninsured motor vehicle” does not include any vehicle or equipment:

1. Owned by, furnished or available for the regular use of you or a “family member” unless it is “your covered auto” to which **PART A** of the policy applies and liability coverage is excluded for any person other than you or a “family member” for damages sustained in the accident by you or a “family member”.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

#### EXCLUSIONS

A. We do not provide **Uninsured Motorist Coverage (Stacked)** for “bodily injury” sustained:

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in paragraph 2. of the definition of "uninsured motor vehicle".
2. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense carpool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion does not apply to a "family member" using "your covered auto" which is owned by you.
4. With respect to damages for pain, suffering, mental anguish, or inconvenience unless the "bodily injury" consists in whole or in part of:
  - a. Significant and permanent loss of an important bodily function;
  - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
  - c. Significant and permanent scarring or disfigurement; or
  - d. Death.
5. By an "insured" or any person who is participating in any prearranged, organized, or spontaneous race or who is participating 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.
6. By an "insured" or any person 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 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. Participating in an organized event on public roads while operated within legal speed.
7. By an "insured" or any person 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, Exclusion 7. does not apply while "your covered auto" is:

- a. In a facility or a specified show display area and is not participating 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. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the

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following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

C. We do not provide **Uninsured Motorist Coverage (Stacked)** for punitive or exemplary damages.

#### LIMIT OF LIABILITY

- A. 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 is the sum of the limits of liability shown in the Declarations for each person. Subject to this limit for each person, our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one accident is the sum of the limits of liability shown in the Declarations for each 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. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **PART A** of this policy;
  2. No-fault coverage; or
  3. Automobile medical payments coverage.
- 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. 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.
- E. With respect to coverage under paragraph 2. of the definition of "uninsured motor vehicle", 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 "uninsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "uninsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage. This paragraph shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the "uninsured motor vehicle".

#### OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this endorsement, 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 applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

#### 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:
1. Mediated, in accordance with the **Mediation** provision contained in **PART F**, if the damages resulting from "bodily injury" are for \$10,000 or less; or
  2. Arbitrated. However, disputes concerning coverage under this **PART C** may not be arbitrated.

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If either party demands mediation, the mediation must be completed before arbitration can occur.

- B. 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.
- C. Each party will:
  - 1. Pay the expenses it incurs; and
  - 2. Bear the expenses of the third arbitrator equally.
- D. 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.

#### **FLORIDA ARBITRATION CODE**

If we and an "insured" agree to arbitration, the Florida Arbitration Code will not apply.

#### **ADDITIONAL DUTY**

A person seeking **Uninsured Motorist Coverage (Stacked)** under paragraph 2. of the definition of "uninsured motor vehicle" must also promptly:

- A. Send us copies of the legal papers if a suit is brought; and
- B. Notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

All other policy provisions apply.