

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

UNINSURED MOTORISTS COVERAGE - RHODE ISLAND

PART C – UNINSURED MOTORISTS COVERAGE is replaced by the following **PART C - UNINSURED MOTORISTS COVERAGE**:

INSURING AGREEMENTS

A. Uninsured Motorists Bodily Injury Coverage.

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 that “insured” and caused by a motor vehicle accident.

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

1. Be due to a motor vehicle 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 Motorists Coverage** is subject to the limits elected and shown in the Declarations or Schedule, and as further described in the **Limit of Liability** provision of this endorsement.

B. Uninsured Motorists Property Damage Coverage.

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 “property damage” caused by a motor vehicle accident.

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

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

However, no payment will be made under Uninsured Motorists Property Damage Coverage unless we have been given the name, address, and other means of identification to establish that the at-fault owner or driver of the “uninsured motor vehicle” causing the accident is without insurance.

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

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” “your covered auto” with 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. Any “family member” or any other person related to you who resides with you; or
3. Any other person;

while “occupying”, operating or otherwise using any vehicle owned by, or furnished or available for the regular use of, you, or any person related to you who resides with you, 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. “Property damage” means physical injury to or destruction of:
 - 1. “Your covered auto” to which this coverage applies, including its loss of use; and
 - 2. Items of personal property (other than and excluding any business property), that are:
 - a. Contained in “your covered auto” to which this coverage applies; and
 - b. Owned by you, a “family member” or any other “insured”.
- F. “Underinsured motor vehicle” means 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 limits or damages an “insured” is legally entitled to recover as damages for “bodily injury”. This definition, and any associated coverage under this endorsement, only applies for “bodily injury”, and not to any “property damage”,

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, other than a snowmobile;
- 3. Operated on rails or crawler treads, except a snowmobile;
- 4. Shown in the Declarations or Schedule, or insured under the liability coverage, of this policy; or
- 5. Owned by, or furnished or available for the regular use of, you, any “family member” or any other person related to you who resides with you.

- G. “Uninsured motor vehicle” means a land motor vehicle that is:
 - 1. Not insured or bonded for liability at the time of the accident;
 - 2. Insured or bonded for liability at the time of the accident, but the:
 - a. Bonding or insuring company denies coverage or is, or becomes, insolvent; or
 - b. Motor vehicle is an “underinsured motor vehicle”. An “underinsured motor vehicle” applies only as to “bodily injury” damages, and does not apply to any damages for or related to “property damage”; or
 - 3. A hit-and-run motor vehicle for which the owner or operator cannot be identified, and that motor vehicle causes “bodily injury” or “property damage” to an “insured”. If there is no physical contact with the hit-and-run motor vehicle, then the facts of the accident must be proven by a fair preponderance of the evidence corroborated by competent evidence of an eyewitness other than an “insured” who is making a claim.

As a condition for any claim or benefits under Uninsured Motorists Property Damage Coverage for or related to “property damage” caused by or involving a hit-and-run vehicle, we must be given the name, address, and other means of identification to establish that the at-fault owner or driver of the “uninsured motor vehicle” causing the accident is without insurance.

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, other than a snowmobile;

3. Operated on rails or crawler treads, except a snowmobile;
4. Shown in the Declarations or Schedule, or insured under the liability coverage, of this policy;
5. Owned by, or furnished or available for the regular use of, you, any "family member" or any other person related to you who resides with you; or
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.

ADDITIONAL TERMS & 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 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
- 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 of, or as soon as practicable after, that accident, and file a written report; and
 2. Us within 30 days of, or as soon as practicable after, that accident.

EXCLUSIONS

- A. **Uninsured Motorists Coverage** does NOT cover "bodily injury" or "property damage":
 1. If the claim is settled without our written consent and our rights are prejudiced.
 2. That occurs while using or "occupying" a vehicle without permission from the owner of the vehicle. This does not apply to you or a "family member" when using or "occupying" "your covered auto".
 3. That occurs while "your covered auto" is being used as a public or livery conveyance or for any delivery of persons or property for compensation or a fee. This exclusion (A.3.) does not apply to shared expense car pools.
 4. That occurs while "occupying", operating or otherwise using any vehicle owned by, or furnished or available for the regular use of, you, a "family member" or any other person related to you who resides with you, if that vehicle is not "your covered auto".
- B. **Uninsured 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;

3. Government body or agency; or
 4. Insurer or self-insurer of property.
- 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.
- D. We do NOT provide any coverage of any kind for pre-judgment interest.

LIMIT OF LIABILITY

Our **Uninsured Motorists Coverage** limit of liability, which is the most we will pay, is the limit shown in the Declarations or Schedule. That limit is subject to the following terms:

- A. The most we will pay for all covered "bodily injury" damages is:
1. The limit for each person shown in the Declarations or Schedule, 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. If the limit shown in the Declarations or Schedule shows a per person and per accident limit for "bodily injury", that per accident limit:
 - 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 a separate limit is shown as the limit of liability in the Declarations or Schedule for "property damage", that limit shown in the Declarations or Schedule is the most we will pay for "property damage" to a vehicle to which this coverage applies that arises out of any one accident.
 4. If only a single per accident limit is shown as the limit of liability in the Declarations or Schedule 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. 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. There will be no adding, stacking or combining of limits for any one covered accident except if and when required by Rhode Island law, as amended, 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 Schedule; or
 5. Policies issued by us.

- C. To determine the amount that may be recovered under this **Uninsured Motorists Coverage**, subject to all other limits of liability set forth in this Policy, the total damages an insured is legally entitled to recover because of the accident shall be reduced by any amount paid or to be paid because of "bodily injury" and/or "property damage":
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 – LIABILITY COVERAGE** of this policy; and
 2. Paid under **PART B – MEDICAL PAYMENTS COVERAGE** of this policy; and
 3. Paid under **PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** of this Policy; and
 4. Paid or payable because of "bodily injury" under any workers' compensation law, disability benefits law, or similar laws, exclusive of any state non-occupational disability benefits law.
- However, this shall not reduce the available amount to less than "minimum limits".
- D. Any payment made to a person under Uninsured Motorists Bodily Injury Coverage and/or Uninsured Motorists Property Damage Coverage shall reduce the amount of damages an insured is legally entitled to recover any amount payable to that person under **PART A – LIABILITY COVERAGE**. However, this shall not reduce Liability Coverage to an amount less than the "minimum limits".
- E. If you have purchased Uninsured Motorists Property Damage Coverage, the Uninsured Motorists Property Damage Coverage limit of liability shown in the Declarations or Schedule is subject to the following:
1. For the "property damage", we shall not pay more than the lowest of the:
 - a. Actual cash value of the damaged property at the time of the accident;
 - b. Cost of repair or replacement; or
 - c. Any agreed limit for that vehicle shown under Coverage D in the Declarations or Schedule.
 2. Our payment will not include, and you are responsible for (when applicable), the amount of:
 - a. Any deductible that applies as shown in the Declarations or Schedule or, if no deductible is shown, then the statutory Uninsured Motorists Property Damage Coverage deductible of \$200. When applying the deductible, if the "property damage":
 - (1) Is to more than one auto covered by Uninsured Motorists Property Damage Coverage and resulting from the same accident, only the highest applicable deductible will apply.
 - (2) Is the result of more than one accident, a separate deductible shall apply to each accident.

However, the deductible will be waived and no deductible will be applied for or related to "property damage" resulting from a collision if "your covered auto" is:

 - (1) Legally parked and unattended when involved in an accident with an "uninsured motor vehicle";
 - (2) Struck by an "uninsured motor vehicle" being operated the wrong way on a one-way street;
 - (3) Struck in the rear by an "uninsured motor vehicle"; or
 - (4) Struck by an "uninsured motor vehicle" that is stolen.
 - b. Betterment to any property, including any costs for labor, parts, and materials to repair prior damage, deterioration, and/or defects to the property that had not been repaired prior to the accident.
 - c. The salvage value if you or the owner retains salvage.
- 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, 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 Motorists 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, "family members" and any other person related to you who resides with you. 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.