

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

UNINSURED MOTORISTS COVERAGE – MARYLAND

IMPORTANT NOTICE: Enhanced Underinsured Motorists Coverage (Option Available for Purchase)

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

INSURING AGREEMENT

A. Uninsured Motorists Coverage

If the premium for **Uninsured Motorists 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 that “insured”, and/or “property damage”, 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”.

B. Enhanced Underinsured Motorists Coverage

If the premium for **Enhanced Underinsured Motorists Coverage** has been paid and **Enhanced Underinsured Motorists Coverage** is shown in the Declarations or Schedule for this policy, then this **Enhanced Underinsured Motorists Coverage**:

1. Will apply under this policy and is subject to all policy terms (unless otherwise noted); and
2. Provides the same coverage for compensatory damages as the **Uninsured Motorists Coverage** set forth and described in this **PART C**, and with increased coverage enhancements for **Enhanced Underinsured Motorists Coverage** as described under both the:
 - a. Definition of an “uninsured motor vehicle” in this **PART C**, whereby the definition of “uninsured motor vehicle” is expanded for purposes of **Enhanced Underinsured Motorists Coverage** (if **Enhanced Underinsured Motorists Coverage** is purchased); and
 - b. **Limit of Liability** provision of this **PART C**, whereby the **Enhanced Underinsured Motorists Coverage** limit will not be reduced by the amount of available liability coverage from the at-fault party’s insurer.

C. Any payment by us for **Uninsured Motorists Coverage** or **Enhanced Underinsured 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.

D. **PART C** does not extend to or cover any:

1. Punitive or exemplary damages (however named) or any attorney fees, interest, costs or other fees awarded in connection with such damages.
2. “Property damage” deductible amounts.

E. “Insured” as used in this endorsement means:

1. You or a “family member” while “occupying” either:
 - a. “Your covered auto”; or
 - b. A motor vehicle for which no uninsured, underinsured and/or enhanced underinsured motorists coverage benefits are in effect.

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".

- F. "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.
- G. "Property damage", as used in this endorsement, means physical harm to or destruction of:
 1. "Your covered auto" for which this coverage has been purchased (including its loss of use); and
 2. Items of personal property owned by an "insured" and contained in the auto for which this coverage has been purchased.
- H. "Uninsured motor vehicle" means a land motor vehicle that is:
 1. Not insured, bonded or covered by another form of security accepted by the State of Maryland under Md. Transportation Code Ann. § 17-103(b) 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, is, or becomes, insolvent or is otherwise unable to pay claims; or
 - b. Sum of the limits of liability under all liability bonds, policies or securities that apply at the time of the accident is either:
 - (1) Less than the limit of liability for this for **Uninsured Motorists Coverage** as shown in the Declarations or Schedule; or
 - (2) Reduced by payment to other persons injured in the same accident to an amount less than the limit of liability for this for **Uninsured Motorists Coverage** as shown in the Declarations or Schedule.
 3. A motor vehicle for which the owner or operator cannot be identified, and that motor vehicle causes "bodily injury" to an "insured" or "property damage". If there is no physical contact with that unidentified motor vehicle causing the accident the facts of that accident must be corroborated by competent evidence of an eyewitness other than an "insured" making a claim.
 4. If the premium for **Enhanced Underinsured Motorists Coverage** has been paid and **Enhanced Underinsured Motorists Coverage** is shown in the Declarations or Schedule for this policy, then this definition of "uninsured motor vehicle" also includes a motor vehicle that has liability coverage:
 - a. In an amount less than, more than, or equal to the **Enhanced Underinsured Motorists Coverage** shown in the Declarations or Schedule for this policy; and

- b. That liability coverage available for recovery of damages by the “insured” is not enough to pay the full amount that “insured” is legally entitled to recover for compensatory damages for “bodily injury” and/or “property damage” from the owner or operator of that motor vehicle.

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 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.

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” has liability insurance, self-insurance or bond, we will not make a payment under this **PART C** 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, by certified mail, of an offer of settlement by the owner, operator or insurer of an “uninsured motor vehicle”, and
 - b. An opportunity to protect our rights. Within 60 days after our receipt of that offer notice, we will send to the “insured” either written consent, or written refusal, to accept that settlement offer. If we do not accept that settlement offer and we advance payment to the “insured” in an amount equal to that settlement offer within 30 days after our written refusal to consent to acceptance of the settlement offer, we preserve 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, or reasonable notice of suit and an opportunity to protect our interests, 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 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. **PART C** does NOT cover “bodily injury” to an “insured” or any person, and does not cover “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. 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 you or an immediate member of the named insured's family who resides with you, if that vehicle is not "your covered auto".
- B. **PART C** 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. There is no coverage for any deductible amount for or related to any "property damage", or other unpaid portions of loss or damage related to "property damage", for which you or any "insured" are responsible for under this or any other policy or source of recovery.

LIMIT OF LIABILITY

Our **Uninsured Motorists Coverage** or **Enhanced Underinsured 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 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 the limit shown in the Declarations or Schedule shows a separate limit of "property damage" for each accident for **Uninsured Motorists Coverage** or **Enhanced Underinsured Motorists Coverage**, that limit is the most we will pay for all covered damages related to, or arising out of, "property damage" resulting from 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** or **Enhanced Underinsured 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 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. Our limit of liability for **Uninsured Motorists Coverage** shall be reduced by any amount:
1. Paid or to be paid because of "bodily injury" and/or "property damage" 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 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. As related to workers' compensation, this reduction applies only with respect to those amounts actually paid to the "insured", or that person's representative, and for which the provider of workers' compensation benefits has not been reimbursed with regard to amounts paid under the workers' compensation law or similar law.
- The reductions to our limit of liability listed above do not apply if you have purchased **Enhanced Underinsured Motorists Coverage** as shown in the Declarations or Schedule.
- D. If you have purchased **Enhanced Underinsured Motorists Coverage** as shown in the Declarations or Schedule, the total damages an "insured" is legally entitled to recover because of the accident with the owner or operator of an "uninsured motor vehicle shall be reduced by any amount:
1. Paid or payable because of "bodily injury" or "property damage" 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 any medical payments, personal injury protection, no-fault and/or first party benefits 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. As related to workers' compensation, this provision applies only with respect to those amounts actually paid to the "insured", or that person's representative, and for which the provider of workers' compensation benefits has not been reimbursed for amounts paid under the workers' compensation law or similar law; and
 5. Paid or payable from any other source of recovery, including any other insurance policy.
- E. 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.
- F. The applicable limit shown in the Declarations or Schedule for "property damage" for **Uninsured Motorists Coverage** or **Enhanced Underinsured Motorists Coverage** is the most we will pay for all

covered damages for or related to "property damage" sustained in any one accident, and is also subject to the following:

1. For the "property damage", we shall not pay more than the lowest of the:
 - a. "Property damage" limits shown in the Declarations or Schedule for Uninsured Motorists Property Damage coverage;
 - b. Cost of repair or replacement; or
 - c. Guaranteed Value® of the damaged property, as shown in the Declarations or Schedule, at the time of the accident, if the damaged property is "your covered auto".
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 for "property damage" for **Uninsured Motorists Coverage** or **Enhanced Underinsured Motorists Coverage**.
 - b. The salvage value if you or the owner retains salvage. The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

OTHER INSURANCE

If there is other uninsured, underinsured and/or enhanced 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:

1. The "insured" sustains "bodily injury" while "occupying" "your covered auto"; or
2. "Your covered auto" sustains "property damage" covered under this **PART C**;

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 **PART C** bears to the total of all applicable limits with the same priority as this coverage.

- B. Notwithstanding paragraph A. above in this **Other Insurance** section, 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, "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".

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 (i.e. liability and damages).

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 time of 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, or who is an “insured”, the validity of any coverage election or rejection or selection, residency status of a claimant, qualification of a person as an “insured”, rights or duties under the policy, or statutes of limitations, or other policy interpretation issues; or
 - 2. Award any amount greater than the limit of liability; or
 - 3. Award any amount as punitive or exemplary damages, costs, interest, attorney fees or other fees.

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.