

Policy Number:

**Your** policy is amended to provide Underinsured Motorist Coverage subject to the following:

**DEFINITIONS**

The definitions of terms in Section I-Liability Coverages, of **your** policy apply to this coverage except for the following special definitions:

**1. Insured** means:

- (a) The individual named in the declarations and his or her spouse if a resident of the same household;
- (b) **Relatives** of (a) above if residents of his household;
- (c) Any other person while **occupying an insured auto**;
- (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b) and (c) above.

If there is more than one **insured**, our limits of liability will not be increased.

**2. Insured auto** is an auto:

- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy.
- (b) Of the **private passenger, farm or utility auto** type, ownership of which **you** acquire during the policy period, if
  - (i) it replaces an **owned auto**; or (ii) we insure all **private passenger, farm and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.
- (c) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
- (d) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire except in a car pool;
- (ii) An auto being used without the owner's permission; or
- (iii) Under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.

**3. Occupying** means in, upon, entering into or alighting from.**4. State** includes the District of Columbia, the territories and possessions of the United States and the Provinces of Canada.**5. Underinsured Motor Vehicle** means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

The term **underinsured motor vehicle** does not include a motor vehicle:

- (a) Which is an **insured auto**;
- (b) Owned or operated by a self-insurer under any applicable motor vehicle law;
- (c) Owned or operated by:
  - (i) The United States of America;
  - (ii) Any national government;
  - (iii) A **state**; or
  - (iv) A political subdivision of any such government and its agencies.
- (d) Operated on crawler treads;
- (e) While located for use as a residence or premises; (f) designed for use mainly off public roads except while used on public roads;
- (g) To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - (i) Denies coverage; or
  - (ii) Becomes insolvent.
- (h) For which neither a liability bond or policy applies at the time of the accident.

## LOSSES WE PAY

We will also pay damages the **insured** is legally entitled to recover for **bodily injury** caused by an accident and arising out of the ownership, maintenance or use of an **underinsured motor vehicle**. However, we will not pay until the total of all bodily injury liability insurance available has been exhausted by payment of judgments or settlements.

## EXCLUSIONS

1. This coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
2. **Bodily injury** to an **insured** while **occupying** or through being struck by an **underinsured motor vehicle** owned by an **insured** or a **relative** is not covered.
3. The Underinsured Motorist Coverage will not benefit any worker's compensation insurer, self-insurer or disability benefits insurer.
4. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
5. **Bodily injury** to an **insured** while **occupying** or through being struck by any motor vehicle owned by the **insured** or a **relative** that is not described in the declarations, or which is described in the declarations but Underinsured Motorist Coverage is not carried, is not covered.
6. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.
7. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
8. There is no coverage for **bodily injury** under this Section for any person or organization while an **owned auto** or **non-owned auto**:
  - (a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) is being used for **ride-sharing**.However, a vehicle used in an ordinary car pool is covered.

## LIMIT OF LIABILITY

Regardless of the number of:

- (a) **Insured autos** involved in the accident;
  - (b) Persons covered;
  - (c) Claims made;
  - (d) Vehicles or premiums shown in the declarations; or
  - (e) Premiums paid:
1. The limit of liability for Underinsured Motorist Coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
  2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
  3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.
  4. In no event will we pay more than the limits shown in the declaration for this coverage. If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of liability for a loss. The most we will pay an **insured** for **bodily injury** is the limit of liability reduced by all sums:
    - (a) Paid because of the bodily injury by or on behalf of the persons or organizations who may be legally responsible;
    - (b) Paid or payable under the Bodily Injury, Medical Payments, or Uninsured Motorist Coverages of the policy; or
    - (c) Paid or payable under any disability benefits law or any similar law.
  5. Any Underinsured Motorist Coverage with limits of liability less than two times Missouri's minimum financial responsibility limits for **bodily injury** or death shall be construed to provide coverage in excess of the liability coverage of any **underinsured motor vehicle** involved in the accident.

## OTHER INSURANCE

If an **insured** sustains **bodily injury** while occupying a vehicle not owned by the **insured** or a **relative** and which is not described in the declarations of this policy, this insurance applies:

- (a) As excess to any underinsured motor vehicle coverage which applies to the vehicle as primary coverage; but
- (b) Only in that amount by which it exceeds the primary coverage.

Except as provided above, if the **insured** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Underinsured Motorist provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

## ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **underinsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

## TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery. He will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take through a designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

## CONDITIONS

The following conditions apply only to the Underinsured Motorist Coverage:

### 1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witness.

If the **insured** or his legal representative files suit before we make a settlement under his coverage, he must immediately provide us with a copy of the pleadings.

### 2. ASSISTANCE AND COOPERATION OF THE **INSURED**

After we receive notice of claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

### 3. ACTION AGAINST US

We cannot be sued unless the **insured** and his legal representative have fully complied with all the policy terms.

### 4. PROOF OF CLAIM-MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

The **insured** and other persons making claim must submit to examination under oath by any person named by us when and as often as we may reasonably require. Proof of claims must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor, to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay any amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson  
Secretary



William E. Roberts  
President