

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNINSURED MOTORISTS COVERAGE - MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

### I. PART C – UNINSURED MOTORISTS COVERAGE

#### 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 Part means:

1. You.
2. Any "family member" who does not own an auto.
3. Any "family member" who owns an auto, but only while "occupying" "your covered auto".
4. Any other person "occupying" "your covered auto".
5. 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., 2., 3. or 4. 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. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
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 any "family member";

- b. A vehicle which you or any "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 may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

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.

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

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

#### EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

However, this Exclusion (A.1.) does not apply to "bodily injury" sustained by you or any "family member".

2. If that "insured" or the legal representative settles the "bodily injury" claim without our consent. However, this Exclusion (A.2.) does not apply if such settlement does not prejudice our right to recover payment.
3. While "occupying" "your covered auto" when it is being used to carry persons or property for

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compensation or a fee. This Exclusion (A.3.) does not apply to a share-the-expense car pool.

4. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

### LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is 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 such accident. Subject to this maximum limit for each person the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any such accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles shown in the Declarations; or
  4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- 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; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- 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. This includes all sums paid under Part A but does not include any amounts paid or payable under:

1. Part B; or
2. Any workers' compensation law, disability benefits law or similar law.

### OTHER INSURANCE

If there is other applicable uninsured motorists coverage similar to the insurance provided under this Part of the policy, 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.

### II. PART E – DUTIES AFTER AN ACCIDENT OR LOSS

In addition to the duties in **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** of this policy, a person seeking coverage for "bodily injury" sustained in an accident involving an "uninsured motor vehicle" must also promptly:

1. Notify the police if a hit-and-run driver is involved.
2. Send us copies of the legal papers if a suit is brought.
3. Provide us with a copy of the petition or complaint, by personal service or certified mail, if the "insured" brings an action against the owner or operator of the "uninsured motor vehicle" or any other person or entity who may be considered liable for those damages.
4. Make available all pleadings and depositions for copying by us or furnish us with copies at our expense.

### III. PART F – GENERAL PROVISIONS

The **TWO OR MORE AUTO POLICIES** Provision in Part F is replaced by the following:

#### TWO OR MORE AUTO POLICIES

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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