

UNINSURED MOTORIST COVERAGE - MISSOURI

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

You have this coverage if Uninsured Motorist Coverage is shown in the Declarations.

A. IF **YOU** HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. If a hit-and-run vehicle is involved, any person claiming Uninsured Motorist Coverage must notify the police within 24 hours and **us** within 30 days, however, no claim will be denied based upon the failure to provide notice within such specified time unless this failure operates to prejudice **our** rights.
2. If there is no contact with the hit-and-run vehicle, the facts of the accident must be independently corroborated by competent evidence other than the testimony of any person having an Uninsured Motorist claim resulting from the accident.

B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

a. **Insured person** or **insured persons** means:

- (1) **you** or a **relative**.
- (2) anyone else **occupying your insured car**.
- (3) anyone entitled to recover damages due to **bodily injury** to **you**, a **relative**, or another occupant of **your insured car**.

But the following are not **insured persons**:

- (1) **any person**, other than a **relative**, using **your insured car** without **your** permission.
- (2) **any person**, other than a **relative**, using **your insured car** with **your** permission but who exceeds the scope of that permission.
- (3) **any person** using a vehicle without the permission of the person having lawful possession.
- (4) **any person** using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. **Uninsured motor vehicle** means a motor vehicle which is:

- (1) not insured by a **bodily injury** liability bond or policy at the time of the accident.
- (2) insured at the time of the accident by a liability bond or policy with **bodily injury** liability limits below the minimum required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
- (3) a hit-and-run vehicle whose operator or owner is unknown and which

causes **bodily injury** to an **insured person**.

(4) insured by a **bodily injury** liability bond or policy at the time of the accident but the company:

- (a) denies coverage and maintains that denial; or
- (b) is or becomes insolvent within two years after the accident.

Uninsured motor vehicle, however, does not mean a vehicle:

- (1) owned by or furnished or available for the regular use of **you** or any resident of **your** household.
- (2) owned or operated by a self-insurer as considered by any financial responsibility law, motor carrier law, or similar law.
- (3) owned or operated by a governmental unit or agency.
- (4) operated on rails or crawler-treads.
- (5) designed for use off public roads except while on public roads.
- (6) parked for camping or housekeeping purposes.

b. **Your insured car** means **your insured cycle** if this endorsement is attached to a cycle policy issued by **us**.

C. INSURING AGREEMENT

1. **We** will pay compensatory damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**.
2. The **bodily injury** must:
 - a. be sustained by an **insured person**;
 - b. be caused by an accident; and
 - c. arise out of the ownership, maintenance, or use of an **uninsured motor vehicle**.
3. If any suit is brought by **you** to determine liability or damages, the owner or operator of the **uninsured motor vehicle** must be made a defendant and **you** must notify **us** of the suit. **We** are not bound by any resulting judgment without **our** written consent.

D. EXCLUSIONS

1. **We** do not provide coverage for **bodily injury** sustained by any **insured person**:
 - a. while **occupying**, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by **you** or any resident of **your** household.
 - b. who makes or whose legal representative makes a settlement without **our** written consent.

- c. while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
 - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
2. This coverage does not apply to punitive or exemplary damages or any interest thereon, fines or penalties, or court ordered restitution.
 3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

If any uninsured motorist insurance law or financial responsibility law determines that any exclusion is unenforceable, **we** will provide only the minimum limits required by that law. If any other insurance provides coverage up to the minimum limits required, the provisions of this coverage remain unchanged.

E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
 - a. the **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the **bodily injury** liability limits for "each person," the **bodily injury** liability limits for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.

2. The limits of liability for this coverage are the most that **we** will pay regardless of the number of:
 - a. **insured persons**;
 - b. claims made; or
 - c. vehicles involved in the accident.
3. The limits of liability of this coverage will be reduced by:
 - a. payments made by or on behalf of the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable.
 - b. payments under the liability coverage of this policy.
 - c. payments made or amount payable because of the **bodily injury** under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.
4. No **insured person** will be entitled to receive duplicate payments for the same elements of loss. Any amount **we** pay under this coverage to or for an **insured person** will be reduced by any payment made to that person under any other coverage of this policy.
5. However, in no event shall the amount **we** pay to the **insured person** be reduced below the Missouri Motor Vehicle Financial Responsibility Law minimum limit.

F. OTHER INSURANCE

If there is other similar insurance, not provided by **us**, on a loss covered by this endorsement, **we** will pay **our** share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided by this endorsement for an **insured person** while **occupying** a vehicle **you** do not own is excess over any other similar insurance.

All other terms, agreements, conditions and agreements remain unchanged.