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.
   c. 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.
   d. 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.