

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNINSURED/UNDERINSURED MOTORIST COVERAGE INSURING AGREEMENT

This endorsement modifies insurance under the following:  
TRUCKERS COVERAGE FORM

### UNINSURED/UNDERINSURED MOTORIST COVERAGE

#### A. COVERAGE

If coverage is purchased and is shown on the Declarations page, we will pay damages which an insured is legally entitled to recover from the operator or owner of an uninsured motor vehicle for bodily injury sustained by the insured, including property damage caused by a motor vehicle accident.

For this coverage to apply, the operator or owners liability to an insured for damages incurred must arise out of the ownership, maintenance or use of an uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If there is a dispute on whether a vehicle is uninsured, we have the burden of proof on that issue. Any accident with an uninsured motor vehicle is covered only if such accident occurred during the time period this Policy was in force.

#### B. DEFINITIONS

1. Insured and/or an Insured Person as the terms are used in this part of the policy means:
  - a. You while occupying or being struck by an uninsured motor vehicle; and/or
  - b. Any other person occupying your covered vehicle if it is involved in a motor vehicle accident with an uninsured vehicle.
  - c. If the Named Insured is an individual, 1. above applies to any family member of the Named Insured.
2. Property damage as used in this Section of the policy means injury to or loss of use of:
  - a. The covered vehicle described in the Certificate.
  - b. Property of any insured occupying the covered vehicle which is damaged in an accident with an uninsured vehicle.
  - c. Any property owned by you damaged while in any covered auto not owned by you but being operated by you with the permission of the owner. If the Named Insured is an individual, this also applies to any family member.
3. Uninsured Motor ("UM") Vehicle
  - a. Uninsured motor vehicle means a motor vehicle or trailer:
    1. Which has no insurance policy or liability bond in force at the time of the accident.
    2. Which operator or owner cannot be identified and which strikes:
      - a. You; and/or
      - b. A vehicle you are occupying; or
      - c. A vehicle described in the "Schedule of Covered Trucks" attached hereto.
      - d. A family member if the Named Insured is an individual.
  3. To recover under this Part, if any vehicle causes bodily injury or property damage to an insured and the owner or operator of such vehicle cannot be identified, actual physical contact must have occurred between the unidentified vehicle and the person or property of the insured.
  4. Which has a liability policy or bond, but the insurance carrier or bonding company has either become insolvent or has denied coverage for the accident.
  5. Which is an underinsured motor vehicle ("UIM"). This means a motor vehicle which does have a bond or liability policy which is in force and provides coverage at the time of the accident, but its' limits of liability either:
    - a. Are inadequate to pay the full amount of damages an insured is legally entitled to recover as damages; or

- b. Have been reduced by payment of claims so that an insured cannot fully recover the amount which such insured is legally entitled to recover in damages.
- b. "Uninsured Motor Vehicle" does not include the following type of equipment or motor vehicles:
  1. A vehicle owned by you or furnished or available for your regular use which is not listed on the Certificate.
  2. Owned or operated by a self-insurer under any valid motor vehicle law.
  3. Owned by any government or subdivision thereof unless:
    - a. The driver of the vehicle is uninsured; and
    - b. There is no statute imposing liability for damage because of bodily injury or property damage on the government body for an amount not less than the limit of liability for this coverage.
  4. Operated on crawler treads or rails.
  5. Any accident occurring off public roads in which your vehicle strikes equipment used for off road purposes.
  6. While located for use as a residence or premises.
  7. If the Named Insured is an individual, a vehicle owned by a family member and not listed on the Certificate.

#### C. EXCLUSIONS

##### A. This Policy does not provide Uninsured/Underinsured Motorist Coverage:

1. If an insured or legal representative settles with an uninsured or underinsured motorist without our written consent.
2. For bodily injury or property damage while operating, occupying or using any vehicle owned by you which is not listed in the "Schedule of Covered Trucks."
3. For bodily injury or property damage resulting from intentional acts. The exclusion only applies to that person whose intentional acts caused him or her bodily injury, and/or property damages.
4. Directly or indirectly to benefit any insurer or self-insurer under any workers' compensation or similar law.
5. For the first \$250 of the amount of damage to the property of any one (1) insured as a result of any one (1) accident.
6. To any person operating or occupying the covered vehicle without your permission. This exclusion does not apply to family members as to the covered vehicle if the Named Insured is an individual.
7. For any person operating a vehicle without a reasonable belief that that such person is entitled to do so. This exclusion does not apply to you or a family member while using your covered vehicle if the Named Insured is an individual.
8. For a motor vehicle accident which occurs in Mexico or Canada

##### B. Uninsured/Underinsured Motorist Coverage shall not apply either directly or indirectly to benefit:

1. Any insurer or self-insurer under any workers compensation, disability benefits or similar law.
2. A carrier which insures property.

#### D. LIMIT OF LIABILITY (if Applicable)

##### 1. Limited to Amounts Set Forth in the Declarations. Our limit of liability shown on the Declaration Page:

- a) Bodily Injury:
  1. "per person" is the most we will pay for all bodily injuries incurred by any one (1) person for any one (1) motor vehicle accident.
  2. "per accident" for Uninsured/Underinsured Motorist Benefits is the most we will pay for all bodily injuries for any one (1) motor vehicle accident, regardless of the number of persons injured.
- b) Property Damage: "per accident" for Uninsured/Underinsured Motorist Benefits is the most we will pay for all property damage for any one (1) motor vehicle accident.

2. Our Limit of Liability Subject to Payments by Persons Legally Responsible. Subject to the maximum or limits set forth in the Certificate, our limit of liability is the lesser of:

- a. The difference between the amount of an insured's damages for bodily injury or property damage and the amount paid to the insured for damages, by or on behalf of persons who may be legally responsible; and
- b. The available limits of liability for this coverage under this Policy.
- c. Any payment under this coverage to an insured will reduce any amount that the insured is entitled to recover for the same damages under the Liability Coverage or PIP section of this Policy.

#### E. OTHER INSURANCE

If there is other applicable Uninsured/Underinsured Motorist coverage, we will only pay our share of any damages. Our share is the proportion that our limit of liability bears to the total limits available. Any benefits under this section we provide with respect to a vehicle not listed in the Certificate will be excess over any other collectible insurance.