



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE PART 2 - PERSONAL UMBRELLA OR EXCESS LIABILITY
EXCESS UNINSURED MOTORISTS COVERAGE
SCHEDULE**

Excess Uninsured Motorists Coverage	
Limit Of Insurance	\$ _____ * each accident
* If entry left blank the Limits of Insurance applicable to the Coverage Part, as shown on the Coverage Part 2A or 2B declarations, applies to this coverage endorsement.	

Attached to and made part of Coverage Part 2A or 2B, Personal Umbrella or Excess Liability only. With respect to the coverage provided by this endorsement, it shall be excess of such "underlying insurance", and subject to the "retained limit". All other provisions of the Coverage Part apply unless modified by this endorsement.

I. Definitions

II. Definitions Section is amended as follows:

The following definitions are added:

S. "Occupying" means in, upon, getting in, on, out or off.

T. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

a. To which no bodily injury liability bond or policy applies at the time of the accident.

b. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

c. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes "bodily injury" without hitting:

- (1) You or any "insured";
- (2) A vehicle which you or any "insured" are "occupying"; or
- (3) "Your covered auto".

The facts of the accident or intentional act must be proved. We will only accept independent corroborative evidence other than the testimony of an "insured" making a claim under this coverage, unless such testimony is supported by additional evidence.

d. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

- (1) Denies coverage; or
- (2) Is or becomes insolvent.

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

- a.** Owned by or furnished or available for the regular use of you or any "insured".
 - b.** Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
 - c.** Owned by any governmental unit or agency.
 - d.** Operated on rails or crawler treads.
 - e.** Designed mainly for use off public roads while not on public roads.
 - f.** While located for use as a residence or premises.
- U.** "Your covered auto" means an "auto" which is:
- a.** Owned by you and covered under this policy.
 - b.** Not owned by you while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.

**II. Excess Uninsured Motorists Coverage
INSURING AGREEMENT**

We will pay compensatory damages, in excess of the "retained limit", which an "insured" is legally entitled to recover from the owner or operator of:

- A.** An "uninsured motor vehicle" as defined in Sections **a.**, **b.**, and **d.** of the definition of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

- B. An "uninsured motor vehicle" as defined in Section c. of the definition of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured".

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.

EXCLUSIONS

- A. We do not provide Excess Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent. This Exclusion (A.1.) does not apply to a settlement made with the insurer of a vehicle described in Section b. of the definition of an "uninsured motor vehicle".
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.3.) does not apply to a "insured" 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 Excess Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF INSURANCE

- A. The limit of insurance shown in this Schedule or in this Coverage Part declarations schedule for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Persons injured;
 4. "Your covered autos"; or
 5. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this endorsement and any other part of this policy.

- C. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

III. Section V. Duties After Loss

The following duties are added:

5. A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.

IV. Section VI. Other Conditions

Section VI. is amended as follows:

- A. The **Other Insurance** Provision is replaced by the following:

J. OTHER INSURANCE

Any insurance we provide under this endorsement is excess over any other insurance, except insurance written specifically as excess insurance over the limit of this policy. With respect to a vehicle you do not own will be excess to the total limits of any "underlying insurance" or any other primary insurance that applies.

There may be other applicable umbrella or excess insurance available under one or more policies or provisions of coverage that is similar to the Uninsured Motorists Coverage provided under this Excess Uninsured Motorists endorsement. If so, any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit under this coverage or any other umbrella or excess policy.

We will pay only our share of the loss that must be paid under insurance providing umbrella or excess coverage. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an umbrella or excess basis.

- B. The following **Endorsement Territory** Provision is added:

L. ENDORSEMENT TERRITORY

- D. With respect to Excess Uninsured Motorists Coverage, the endorsement territory is:
- a. The United States of America, its territories or possessions;
 - b. Puerto Rico; or
 - c. Canada.