

**\*\*THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.\*\***

## **PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE SINGLE LIMIT (STACKED)**

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* Auto policy is amended as follows:

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### **PART II: YOUR LIABILITY COVERAGE**

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#### **UNINSURED/UNDERINSURED MOTORISTS COVERAGE**

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The Uninsured/Underinsured Motorists Coverage section is replaced by the following:

This section tells *you* how we cover damages that *you* or *a family member* are entitled to collect from the owner or operator of a vehicle that doesn't have enough insurance.

#### **What We Cover**

If the Declarations Page indicates that Underinsured Motorists Coverage applies, *we'll* pay compensatory damages for *bodily injury* sustained by an *insured person* and caused by an *occurrence*, which that *insured person* is legally entitled to recover from the owner or operator of an *underinsured vehicle*. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the *underinsured vehicle*.

*We'll* pay under this coverage only if:

- the limits of liability under any *bodily injury* liability bonds or policies applicable to the *underinsured vehicle* have been exhausted by payment of judgments or settlements; or
- a tentative settlement has been made between the *insured person* and the insurer of the *underinsured vehicle* and *we*:
  - a. have been given prompt written notice of such tentative settlement; and
  - b. advance payment to the *insured person* in an amount equal to the tentative settlement within 30 days after *we* receive notification.

No judgment for damages is binding on *us* unless *we*:

- received reasonable notice of the suit that resulted in the judgment while it was still pending; and
- had a reasonable opportunity to protect *our* interests in the suit.

#### **Who We Insure**

Under this coverage *insured person* means:

- *you* or any *family member*;
- any other person occupying an auto covered by this policy; and
- any person for damages that person is entitled to recover because of *bodily injury* covered under this endorsement that is sustained by a person described immediately above.

**Definition of an underinsured vehicle.** An *underinsured vehicle* is any motor vehicle or *trailer* that, at the time of the *vehicle accident*, is covered by a bond or policy for *bodily injury* liability but the amount paid for *bodily injury* under that bond or policy to an *insured person* is not enough to pay the full amount the *insured person* is legally entitled to recover as damages.

However, a motor vehicle or *trailer* is not considered an *underinsured vehicle* if it is:

- insured for Liability Coverage under this policy;
- operated on rails or crawler treads;
- designed mainly for use off public roads while not on public roads; or
- located for use as a residence.

### **DAMAGES WE'LL PAY**

Your Underinsured Motorists Coverage applies to **all risks** of loss, except under certain circumstances listed in the next section. Only the *exclusions* listed here apply to this coverage.

### **DAMAGES WE WON'T PAY**

Under this coverage we won't pay damages for *bodily injury* to any *insured person* who:

- was in or was struck by a vehicle (or *trailer* used with it) that *you* or a *family member* owns which does not have Underinsured Motorists Coverage;
- was in a vehicle that *you* or a *family member* owns while being used to carry passengers or property for money (except in a share-the-expenses car pool);
- was driving or riding in a vehicle that was rented or leased by *you* or a *family member* to a person or organization, other than to *you* or a *family member*, including if such vehicle was being used in connection with a vehicle sharing program;
- was driving or riding in or on a vehicle while the vehicle:
  - was being operated in, or practicing or preparing for, any organized or unorganized race, speed contest or other similar competition, including but not limited to timed events, rallies, sports events or stunting activities; or
  - was on a racetrack, test track or any other track or course of any kind;
- was using the vehicle without a reasonable belief that the *insured person* was entitled to do so. This *exclusion* does not apply to a *family member* using an auto covered by this policy which is owned by *you*; or
- sustains damage for *noneconomic loss* if the limited tort alternative applies to the *insured person*, unless the *bodily injury* sustained is a *serious injury*. This exclusion does not apply if the *insured person* is injured in a motor vehicle insured under a commercial motor vehicle insurance policy.

This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any disability benefits law or similar laws, except a workers' compensation law.

**Punitive or Exemplary Damages.** We won't provide Underinsured Motorists Coverage for punitive or exemplary damages.

### **ARBITRATION**

If an *insured person* disagrees with *us* about:

- whether that person is entitled to recover damages; or
- the amount of damages recoverable;

from the owner or operator of an *underinsured vehicle*, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Either party may make a written demand for arbitration. Arbitration shall be conducted in accordance with the provisions of the Pennsylvania Uniform Arbitration Act. This is the arbitration procedure:

**Selecting arbitrators.** Each side will select an arbitrator. The two arbitrators will select a third. If they can't agree within 30 days, either side can ask a judge in a court having jurisdiction to select one.

**Arbitration procedure.** The arbitration will take place in the county where the *insured person* lives unless both sides agree on another location, and will follow local rules of procedure and evidence. The three arbitrators will decide by simple majority whether, and how much, we have to pay. A decision agreed to by two of the arbitrators will be binding.

**Paying for arbitration.** Each side will pay the arbitrator it chooses. Both sides will contribute equally to the third arbitrator's pay and related expenses.

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### **PART III: TERMS AND CONDITIONS**

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#### **HOW MUCH WE'LL PAY**

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##### **YOUR LIABILITY COVERAGE**

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- **Uninsured/Underinsured Motorists** is deleted and replaced by the following:

For damages covered by *your* Underinsured Motorists Coverage, the sum of the *coverage limits* for each vehicle shown on the Declarations Page is the most *we'll* pay for all damages resulting from any one *occurrence*. This is the most *we'll* pay regardless of the number of:

- *insured persons*;
- claims made;
- vehicles or premiums shown on the Declarations Page; or
- vehicles involved in the accident.

We won't make a duplicate payment under this coverage for the same elements of loss covered under *your* Liability, Medical Expenses, or Uninsured Motorists Coverage.

We won't 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.

We won't pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar laws, except a workers' compensation law.

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##### **WHAT TO DO AFTER AN OCCURRENCE OR LOSS**

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The following is added to **Step Three: Submit All Claims**

##### **Underinsured Motorists Coverage**

If the accident involved an *underinsured vehicle*, you must promptly send *us* copies of the legal papers if a suit is brought. You must also promptly notify *us* in writing of a tentative settlement between an *insured person* and the insurer of the *underinsured vehicle*. We have 30 days after *we* have received such notification to advance payment to that *insured person* in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the *underinsured vehicle*.

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##### **GENERAL CONDITIONS**

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1. **OTHER INSURANCE** is deleted and replaced by the following:

If there is other applicable insurance available that is similar to the insurance provided under this endorsement, the following priorities of recovery apply:

**First:** The Underinsured Motorists Coverage applicable to the vehicle the *insured person* was in at the time of the accident.

**Second:** The policy providing Underinsured Motorists Coverage to the *insured person* as a named insured or *family member*.

If two or more policies have equal priority, the insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority. The insurer is thereafter entitled to recover contribution pro rata from any other insurer for the benefits paid and the cost of processing the claim.

## 6. OUR RIGHT TO RECOVER PAYMENT

The following provisions are added with respect to Underinsured Motorists Coverage only:

*Our right to recover payment does not apply if we:*

- have been given prompt written notice of a tentative settlement between an *insured person* and the insurer of an *underinsured vehicle*; and
- don't advance payment to the *insured person* in an amount equal to the tentative settlement within 30 days after we receive notification.

If we advance payment to the *insured person* in an amount equal to the tentative settlement within 30 days after we receive notification:

- that payment will be separate from any amount the *insured person* is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- we also have a right to recover the advanced payment.