

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

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**LOUISIANA UNINSURED/UNDERINSURED COVERAGE**

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

For an additional premium, this endorsement applies only if **UNINSURED/UNDERINSURED COVERAGE** is shown in the Declarations.

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**DEFINITIONS**

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7. *Follow form* is deleted and replaced by the following:
7. *Follow form* means we will pay *damages* to the extent that the *damages* are covered under both *required underlying insurance* and this policy. *Follow form* also means this policy follows the definitions (other than *insured person*), terms and conditions of the *required underlying insurance*. When this policy pays *damages* in excess of *required underlying insurance* exhausted by payment of claims, this policy will not provide broader coverage than is provided under *required underlying insurance*. When no *required underlying insurance* exists, the extent of coverage provided on a *follow form* basis will be determined as if the *required underlying insurance* had been purchased from us.
9. *Insured person* is deleted and replaced by the following:
9. *Insured person* means you and residents of your household who are:
- a. Your *family members*; or
  - b. Other persons under the age of 25 and in the care of any person described above.

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**UNINSURED/UNDERINSURED COVERAGE**

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**1. Uninsured/Underinsured Motorists Coverage**

- a. We cover *damages* for *bodily injury* and *property damage* an *insured person* is legally entitled to receive from the owner or operator of an uninsured or underinsured *auto* or *recreational motor vehicle* if the *bodily injury* or *property damage* is caused by an *occurrence* during the *policy period*.
- b. We will pay in excess of *damages* covered by *required underlying insurance* plus the applicable limits of any other collectible insurance that covers the *insured person* for the *occurrence*.
- c. Coverage will be provided on a *follow form* basis, except that the territory will be extended to provide worldwide coverage.

**2. Uninsured/Underinsured Liability Coverage**

- a. We cover *damages* for *bodily injury* an *insured person* is legally entitled to receive from an uninsured or underinsured *negligent person* caused during the *policy period* by an *occurrence* not otherwise excluded.
- b. With respect to this Uninsured/Underinsured Liability Coverage, the following Arbitration provision applies:

**Arbitration**

- (1) If we and an *insured person* do not agree:
- (a) Whether that *insured person* is legally entitled to recover *damages*; or
  - (b) As to the amount of *damages* which are recoverable by that *insured person*;
- from the *negligent person*, then the matter may be arbitrated. However, disputes concerning coverage may not be arbitrated.
- Either party may make a written demand for arbitration. Each party will then select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- (2) Each party will:
  - (a) Pay the expenses it incurs; and
  - (b) Bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the *insured person* principally resides. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators is not binding.
- c. With respect to this Uninsured/Underinsured Liability Coverage, the following definitions apply:
  - (1) *Business* means a trade, profession, occupation or other activity, including farming operations, performed in exchange for money or other compensation, whether on a full-time, part-time or occasional basis. This also includes investment activity or any activity intended to realize a profit for either an *insured person*, *negligent person* or others.
  - (2) *Negligent person* means an identifiable natural person by legal name who is not an *insured person* and who is legally responsible for *damages* sustained by an *insured person* caused by an *occurrence*.
- d. We will pay in excess over the total of any other collectible insurance that covers the *occurrence*. There is no *required underlying insurance* for this coverage.
- e. This coverage does not apply to *damages* arising out of an *occurrence* involving an *auto*, *recreational motor vehicle*, *watercraft* if such *watercraft* is owned by, or available or furnished for the regular use of an *insured person*, or a *business*.
- f. All exclusions under the Damages We Do Not Cover section also apply to this Uninsured/Underinsured Liability Coverage, including extending the definition of *insured person*, where used, to include a *negligent person*.
- 3. We do not cover any fines, penalties, taxes, punitive, exemplary or multiplied damages, or any claim or suit seeking non-monetary relief, including but not limited to injunctive relief, declaratory relief or other equitable remedies.
- 4. Our total liability for all *damages* combined for 1. and 2. above will not be more than the Uninsured/Underinsured Coverage limit as shown in the Declarations. This limit is the most we will pay regardless of the number of *insured persons*, claims made, persons injured, locations insured, or vehicles or *watercraft* involved in an *occurrence*. We will not make a duplicate payment under this endorsement 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 will not pay for any element of loss if an *insured person* is entitled to receive payment for the same element of loss under any workers' compensation law, disability benefits law or similar law.