

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, North Dakota, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
- b. Had a reasonable opportunity to protect our interest in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled or judgment reached without our written consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by, or furnished or available for the regular use of, the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto".

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any valid and collectible motor vehicle medical payments, underinsured motorists coverage endorsement, personal injury protection or other similar motor vehicle coverages.

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 workers' compensation or similar law, except non-occupational disability benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced by the following:
 - a. If this Coverage Form and any other Coverage Form or policy providing Uninsured Motorists Coverage apply to the same "accident" and:

- (1) The motor vehicle the "insured" was "occupying" at the time of the "accident" was loaned, rented or leased to the "insured", and a policy which applies to the motor vehicle was in force which provided Uninsured Motorists Coverage to someone engaged in the business of selling, repairing, servicing, storing, leasing, or parking motor vehicles, the following priorities of recovery apply:

First Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
Second Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured;
Third Priority	The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident".

- (2) The motor vehicle is not described in Paragraph E.1.a.(1) above, the following priorities of recovery apply:

First Priority	The Uninsured Motorists Coverage applicable to a vehicle the injured person was "occupying" at the time of the "accident";
Second Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as a named insured;
Third Priority	The Uninsured Motorists Coverage applicable to a vehicle that is not involved in the "accident", that provides coverage to the injured person as an insured other than a named insured.

- b. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance covering on the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the proper law enforcement authorities of the "accident", and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any right of recovery against either the insured of the insolvent insurer, or the North Dakota Guaranty Fund, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following Condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties agree to arbitrate, each party will 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. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
 2. "Occupying" means in, upon, getting in, on, out or off.
 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency;
 - c. While located for use as a residence or premises;
 - d. Operated by any person who is specifically excluded from coverage under this Coverage Form; or
 - e. That is a covered "auto" under this Coverage Form's Liability Coverage.