

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 43 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in Rhode Island, 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

"Bodily Injury" And "Property Damage":	\$	or	Each "Accident"
"Bodily Injury":	\$		Each "Accident"
This endorsement provides "bodily injury" and "property damage" uninsured motorists coverage unless an "X" is entered below.			
<input type="checkbox"/> If an "X" is entered in this box, this endorsement provides "bodily injury" uninsured motorists coverage only.			
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" because of:
 - a. "Bodily injury" sustained by an "insured" and caused by an "accident", and
 - b. "Property damage" caused by an "accident".The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

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". Any "auto" that is owned by the Named Insured or any "family member" is not 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". Any "auto" that is owned by the Named Insured is not 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. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

2. The direct or indirect benefit of:
 - a. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law; or
 - b. Any insurer of property.
3. The first \$200 of the total amount of "property damage" as a result of any one "accident". This exclusion does not apply if the covered "auto" is:
 - a. Parked and unattended at the time of the "accident";
 - b. Struck by an "uninsured motor vehicle" being driven the wrong way on a one way street;
 - c. Struck in the rear by an "uninsured motor vehicle"; or
 - d. Struck by a stolen vehicle.
4. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" or struck by any vehicle owned by such Named Insured or any "family member" that is not a covered "auto".
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "Bodily injury" or "property damage" 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 Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to the maximum limit of liability for all damages:

- a. The most we will pay for all damages sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle an "insured" was "occupying" at the time of the "accident".
- b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".

- 2. However, any amount we pay for a damaged "auto" will be limited to the lesser of the following amounts:
 - a. The actual value of the damaged "auto" as of the time of the "accident"; or
 - b. The cost of repairing the damaged "auto" or replacing it with other of like kind and quality.
- 3. No one will be entitled to recover duplicate payment for the same elements of "loss" under this Coverage and any Liability Coverage Form, other property or physical damage insurance or Medical Payments Endorsement attached to this Coverage Part.

We will not make duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payments for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Rhode Island Uninsured Motorists Coverage as follows:

- 1. **Other Insurance** applies except as follows:
 - a. For "property damage", this insurance is excess over all collectible insurance of any kind.
 - b. For "bodily injury", the reference in **Other Insurance** to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

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

The Named Insured and any involved "insured" must:

- a. Promptly notify the police if "bodily injury" results from an "accident" involving a hit-and-run driver;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. If "property damage" is involved, provide us with the name and address of the owner or driver of the "uninsured motor vehicle".

3. The **Legal Action Against Us** Provision is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form; and
- b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within three years after the date of the "accident", we or the "insured" have made a written demand for arbitration in accordance with the provisions of this Coverage Form.

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

We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.

5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

6. The **Arbitration** Condition is replaced by the following for uninsured motorists coverage:

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, either party may make a written demand for arbitration. In this event, 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. "Property damage" means injury to or destruction of the covered "auto", including its loss of use, and any property, excluding business property, owned by the "insured" while contained in the covered "auto".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

- b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent;
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified; or
- e. That causes "bodily injury" or "property damage" to an "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of evidence that the "bodily injury" or "property damage" resulted from the negligence of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.