UTAH UNINSURED MOTORISTS COVERAGE –  
PROPERTY DAMAGE

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For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Utah, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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.

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| --- | --- | --- |
| **Named Insured:** |  | |
| **Endorsement Effective Date:** | |  |

SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| **Limit Of Insurance** | | | |
| Actual Cash Value or | **$** |  | , whichever is less, for each "accident" in accordance with |
| the Limit Of Insurance provision. | | | |
| 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 operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

2. The first $250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".

3. In the event that the owner, operator or license plate number of the "uninsured motor vehicle" cannot be identified.

4. The direct or indirect benefit of any insurer of property.

5. Punitive or exemplary damages.

6. "Property damage" arising directly or indirectly out of:

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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.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of the actual cash value of your damaged "auto" at the time of the "accident" or the amount shown in the Schedule.

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

D. Changes In Conditions

The Conditions are changed for Utah Uninsured Motorists Coverage – Property Damage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. 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.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly send us copies of the legal papers if a suit is brought.

b. Provide us, within 10 days of the "accident", with the name and address of the owner or operator of the "uninsured motor vehicle" or a license plate number and description of such vehicle, or any other available information to establish that there is no applicable motor vehicle property damage liability coverage.

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

a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

b. 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.

4. The following condition is added:

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Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover "property damage" from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of such damages that are recoverable by the "insured", 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. In this event, unless otherwise agreed to in writing, we and the "insured" shall agree on the selection of a single arbitrator. If we and the "insured" are unable to agree on the selection of a single arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators are unable to agree on the selection of the third arbitrator within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will bear the expenses for a single arbitrator equally, or pay the expenses for the arbitrator each party selects 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 written decision agreed to by the single arbitrator or agreed to by two of the arbitrators will be binding, unless either party demands a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

However, this condition does not apply if a small claims court having jurisdiction resolves the matter or matters upon which we and an "insured" do not agree.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use of the covered "auto" or damage to personal property contained in the covered "auto".

2. "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 applicable minimum limit for "property damage" liability specified by UTAH CODE ANN. Section 31A-22-304. The applicable minimum limit is:

(1) $90,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or

(2) $25,000 for each "accident", if the limit of liability is indicated as a split limit.

b. For which an insuring or bonding company:

(1) Denies coverage;

(2) Is or becomes insolvent; or

(3) Fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of the "insured".

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 or operated by a self-insurer under Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the applicable minimum limit for "property damage" liability specified by UTAH CODE ANN. Section 31A-22-304. The applicable minimum limit is:

(1) $90,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or

(2) $25,000 for each "accident", if the limit of liability is indicated as a split limit;

c. Owned by a governmental unit or agency; or

d. Designed for use mainly off public roads while not on public roads.