

INDIANA AMMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE COVERAGE PROVIDED BY THE POLICY – PLEASE READ IT CAREFULLY.

ALL CHANGES IDENTIFIED BELOW ARE EFFECTIVE ONLY FOR THE SPECIFIC COVERAGE IDENTIFIED. ALL TERMS AND CONDITIONS OF THE POLICY REMAIN IN EFFECT AND UNCHANGED UNLESS SPECIFICALLY AMENDED BY THIS ENDORSEMENT.

IMPORTANT NOTICES

The following paragraphs are below the final paragraph:

Questions regarding your policy or coverage should be directed to:

**Traders Insurance Company
P.O. Box 24568
Kansas City, MO 64131
Customer Service Phone #: 1-800-369-0369**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi

LIABILITY COVERAGE

Additional Definitions

Insured:

Paragraph 2.B. of ***insured*** is deleted in its entirety and replaced with the following:

2.B. Any ***rated driver***, with ***your*** express permission, for the maintenance or ***use*** of: (i) ***your car***, (ii) a ***newly acquired car***, or (iii) a ***temporary substitute car***.

Exclusions

Exclusion 12. is deleted in its entirety and replaced with the following:

12. ***Bodily injury*** or ***property damage*** to an ***insured*** or to any ***person*** who is:
A. Related to any ***insured*** by blood, marriage, or adoption.
B. Is the ward or foster child of any ***insured***.

MEDICAL PAYMENTS COVERAGE

Exclusions

The following **Exclusions** are added to paragraph 2:

- J. Sustained by an ***insured*** when a ***car*** is being ***used*** by that ***insured*** and that ***insured*** has a blood alcohol content in excess of that permitted by state law for persons operating a motor vehicle.
- K. Sustained by an ***insured*** when a ***car*** is being ***used*** by that ***insured*** and that ***insured's*** ability to operate a motor vehicle at the time of the loss is impaired by the influence of any illegal or controlled substance as defined by federal law.

PHYSICAL DAMAGE COVERAGE

Exclusions

Exclusions 1.A and C are deleted in their entirety and replaced with the following:

- 1.A. A *person* who operates an *insured car* on a regular basis.
- 1.C. Any *person* who has an *interest* in an *insured car*.

The following **Exclusions** are added:

27. To an *insured car* that occurs while it is being *used* by an *insured* with a blood alcohol content in excess of that permitted by state law for persons operating a motor vehicle.
28. To an *insured car* that occurs while it is being *used* by an *insured* whose ability to operate a motor vehicle is at the time impaired by the influence of any illegal or controlled substance as defined by federal law.

INSURED'S DUTIES UNDER POLICY

Paragraph 5 is deleted in its entirety and replaced with the following:

5. Except as may be required under a state *compulsory insurance law*, *we* have no duty to provide coverage if the failure of any *person* seeking coverage to cooperate or failure to comply with that *person's* duties prejudices *us* in *our* ability to defend or compromises any claim under the policy.

STANDARD POLICY TERMS APPLICABLE TO ALL COVERAGE PARTS

Termination

Paragraphs (1) **Cancellation** and (2) **Non-renewal** are deleted in their entirety and replaced with the following:

1. **Cancellation.** This policy may be cancelled during the policy period as follows:
 - A. *You* may cancel this policy by giving *us* advance signed written or oral notice of the date cancellation is to take effect. At *our* option, *we* may accept verbal notice.
 - B. *We* may cancel this policy by mailing *you* notice of cancellation, by certified or registered mail, United States post office certificate of mailing, or any other mail tracking method currently used, approved or accepted by the United States Postal Service, to the address shown on the last *declarations we* issued prior to the mailing of the notice:
 - i. At least 10 days' notice if *we* cancel for nonpayment of premium, or
 - ii. At least 20 days' notice if *we* cancel for any other reason.
 - C. *We* may cancel this policy within the first sixty (60) days of the inception of the policy for any reason during said period by providing notice to *you* as set forth in subparagraph B above.
 - D. After this policy has been in effect sixty (60) days or more, or if this policy is a renewal or continuation policy, *we* may exercise our right to cancel the insurance afforded under the coverage of this policy, if any of the following occur:
 - i. *You* fail to discharge when due any obligations in connection with the payment of premium for this policy or any installment thereof whether payable directly or under any premium finance plan.
 - ii. This policy was obtained through fraudulent misrepresentation.
 - iii. *You* violate any of the terms and conditions of this policy.
 - iv. *You* or any other operator who either resides in the same household or who customarily operates a *car* insured under the policy:
 - a. Has had his or her driver's license suspended or revoked during the policy period; or
 - b. Is or becomes subject to epilepsy or heart attacks, and cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle; or
 - c. Is or has been convicted during the 36 months immediately preceding the effective date of the policy of during the policy period, for any of the following:
 1. Any felony.
 2. Criminal negligence resulting in death, homicide or assault, arising out of the operation of a motor vehicle.

3. Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs.
 4. Leaving the scene of an **accident** without stopping to report.
 5. Theft of a motor vehicle.
 6. Making false statements in an application for a driver's license.
 7. A third moving violation, committed within a period of 18 months, of:
 - A. Any regulation limiting the speed of motor vehicles, or
 - B. Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction, or
 - C. Any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.
 - v. Fraud, willful misrepresentation, or concealment on the the part of any **insured** or any person seeking coverage in respect to any material fact or circumstance relating to the loss.
 - vi. The place of residence of the **named insured**, or the state of registration or license or primary garaging location of **your car** changes to a state or country in which **we** are not licensed.
 - vii. Any other reason other than those prohibited by law.
- E. Renewal or continuation of this policy shall not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation. Notice of cancellation will state the effective date of cancellation and the policy period will end on that date.
2. **Non-Renewal**
- A. If **we** decide not to renew or continue this policy, **we** will provide **you** written notice at least 20 days before the end of the policy period by mailing **you** notice in any of the following ways:
 - i. By certified or registered mail.
 - ii. United States post office certificate of mailing.
 - iii. Any other mail tracking method currently used, approved or accepted by the United States Postal Service, to the address shown on the last **declarations we** issued prior to the mailing of the notice.
 - B. **We** may deny a renewal or continuation of this policy in one or more of the following circumstances:
 - i. When **we** are required or have been permitted by the commissioner of insurance, in writing, to reduce premium volume in order to preserve **our** financial integrity.
 - ii. When **we** cease to transact such business in this state.
 - iii. When **we** are able to show competent medical evidence that **you** have a physical or mental disablement that impairs the ability of **you** or a **rated driver to** drive in a safe and reasonable manner.
 - iv. When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by **us** at the initial issuance or the last renewal of this policy.
 - v. When this policy has been continuously in effect for a period of five (5) years, provided that such five (5) year period shall begin at the first anniversary date following this policy's effective date.
 - vi. When any of the reasons specified as reasons for **Cancellation** exist.
 - C. If **we** offer to renew or continue this policy and **you** do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer to renew or continue this policy.
 - D. If **we** do not mail proper notice of nonrenewal and **you** obtain other insurance, this policy will end on the effective date of that insurance.
 - E. Renewal or continuation of this policy shall not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation. Notice of cancellation will state the effective date of cancellation and the policy period will end on that date.
 - F. **We** shall not be required to renew or continue this policy if such renewal or continuance would be contrary to restrictions of membership as contained in **our** articles of incorporation or bylaws.

Choice of Law

This section is deleted in its entirety and replaced as follows:

Without regard to choice of law, if there is a disagreement concerning the interpretation and application of any provision in this policy, this policy will be interpreted and applied in accordance with Indiana law.

UNINSURED MOTORISTS/UNDERINSURED MOTORISTS COVERAGE

The following **UNINSURED MOTORISTS / UNDERINSURED MOTORIST COVERAGE** is added to the policy:

UNINSURED MOTORISTS / UNDERINSURED MOTORISTS COVERAGE

You only have those portions of this coverage that are shown on the *declarations* with a premium charge and then only up to the limits shown on the *declarations*.

Insuring Agreement

1. **Uninsured Motorists Coverage.** Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay damages an *insured* is legally entitled to recover from the owner or operator of an *uninsured motor vehicle* because of (i) *bodily injury* sustained by an *insured* and caused by an *accident* or (ii) *property damage* caused by an *accident* if the *declarations* indicate that both Bodily Injury and Property Damage Uninsured Motorists Coverage apply.
2. **Underinsured Motorists Coverage.** Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNDERINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *we* will pay compensatory damages which an *insured* is legally entitled to recover from the owner or operator of an *underinsured motor vehicle* because of *bodily injury* sustained by an *insured* and caused by an *accident*.
We will pay under this **Underinsured Motorist Coverage** only after the limits of liability of any applicable *bodily injury* liability policies or bonds have been used up by payment of judgments or settlements, unless all of the following occur:
 - A. *We* have been given written notice by certified mail of a tentative settlement between the *insured person* and the insuring company of the owner or operator of the *underinsured motor vehicle*.
 - B. *We* have been allowed 60 days after the receipt of the written notice to advance payment to the *insured person* to preserve *our* rights against the insuring company, owner or operator of the *underinsured motor vehicle*.
 - C. *We* decide to advance payment to *you* in an amount equal to the tentative settlement.
 - D. Written notice of a tentative settlement must include documentation of all damages incurred, copies of all medical bills, and written authorization or a court order to allow *us* to obtain reports from all employers and medical providers. Any judgment for damages arising out of a suit brought without *our* consent is not binding on *us*.

Additional Definitions

1. **Insured Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means (i) *your car*, (ii) a *newly acquired car*, or (iii) a *temporary substitute car*.
2. **Insured Person** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means any of the following:
 - A. *You* while (i) a pedestrian or (ii) *using* or *occupying* an *insured motor vehicle* or a *non-owned car*.
 - B. Any *resident relative* who is a *rated driver* and who does not have any *interest* in a *motor vehicle* while (i) a pedestrian or (ii) *using* or *occupying* an *insured motor vehicle* or a *non-owned car*.
 - C. Any other person occupying an *insured motor vehicle* with *your* permission.
 - D. Any *person* that is entitled to recover damages because of *bodily injury* to *you*, a *resident relative* or another occupant of an *insured motor vehicle*.
No *person* shall be considered an *insured person* if that *person* uses a *motor vehicle* without permission of the *owner*.
3. **Uninsured Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means a *motorized land vehicle* or *trailer* which is any of the following:
 - A. Not insured by a *bodily injury* liability bond or policy, or that does not have liability limits complying with the financial responsibility law of this policy state.

- B. A hit-and-run *motor vehicle* or *motor vehicle* whose operator or owner is unknown. This *motor vehicle* must strike any of the following:
 - i. *You*.
 - ii. A *resident relative* who does not have an interest in a *motor vehicle*.
 - iii. A *motor vehicle* which *you* or a *resident relative* are *occupying*.
 - iv. *Your insured motor vehicle*.

However, when there is no physical contact with the hit-and-run *motor vehicle* or *motor vehicle* whose owner is unknown, the facts of the *accident* must be proven by reliable competent evidence from a disinterested witness not making a claim under this coverage.

- C. Insured by a *bodily injury* liability bond or policy at the time of the *accident* whose insurer is or becomes insolvent within two (2) years of the date of the *accident* and did not make payment for the legal liability of its insured prior to becoming insolvent, or denies coverage.

Uninsured motor vehicle does not mean a *motor vehicle* as described as any of the following:

- A. *Owned* by, or furnished or available for *your* regular use or a *resident relative's* regular use.
- B. *Owned* or operated by a self-insurer. This must be within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law. This definition does not apply if that self-insurer is or becomes insolvent.
- C. *Owned* by a governmental unit or agency.
- D. A farm type tractor or any equipment designed or modified for use principally off public roads while not on public roads.
- E. Operated on rails or crawler treads.
- F. While used as a dwelling or other premises.

4. **Underinsured Motor Vehicle** as used in **UNINSURED MOTORIST / UNDERINSURED MOTORIST COVERAGE** means

- A. a *motorized land vehicle* or *trailer* which is insured by a liability bond or a policy at the time of the *accident* providing *bodily injury* liability insufficient to compensate fully an *insured person*. However, in the event that the limits of a liability bond or policy applicable to an *underinsured motor vehicle* is equal to or greater than the limits of liability listed for **Underinsured Motorist Coverage** in the *declarations*, then such vehicle shall not be deemed to be an *underinsured motor vehicle* for the purposes of this coverage.
- B. *Underinsured motor vehicle* does not mean a *motorized land vehicle or trailer* as described as any of the following:
 - i. Insured by a liability bond or policy at the time of the *accident*, but which provides *bodily injury* or *property damage* liability limits less than the minimum *bodily injury* or *property damage* liability limits required by the financial responsibility law of this policy state.
 - ii. *Owned* by, or furnished or available for the regular use of *you* or a *resident relative*.
 - iii. *Owned* or operated by a self-insurer. This must be within the meaning of any motor vehicle financial responsibility law, motor carrier or any similar law. This definition does not apply if that self-insurer is or becomes insolvent.
 - iv. Insured by a *bodily injury* liability bond or policy at the time of the *accident* whose insurer is or becomes insolvent within two (2) years of the date of the accident, or denies coverage;
 - v. Owned by a governmental unit or agency.
 - vi. A farm type tractor or any equipment designed or modified for use principally off public roads while not on public roads.
 - vii. Operated on rails or crawler treads.
 - viii. While used as a dwelling or other premises.

Exclusions

We do not provide coverage or benefits under **UNINSURED / UNDERINSURED MOTORIST COVERAGE** for any of the following:

- 1. *Bodily injury* sustained by any *person* or *insured* while *occupying* any *motor vehicle* that *you*, *your spouse*, or any *resident relative* owns or has an *interest in* that is not *your car*, a *newly acquired car*, or a *temporary substitute car*. This includes a trailer of any type used with that vehicle.
- 2. *Bodily injury* sustained when struck by any *motor vehicle* *you*, *your spouse*, or any *resident relative* owns or has an *interest in*. This includes a trailer of any type used with that vehicle.

3. Any **person** who settles, without **our** written consent, any claim against an owner or operator of an **uninsured motor vehicle**. This exclusion does not apply if such settlement does not prejudice **our** right to recover payment.
4. Any **person** while **occupying** a **car** or **motor vehicle** while it is being used in a **business related use**. This exclusion does not apply to a share-the-expense car pool.
5. Any **person** who uses **your car**, a **temporary substitute**, or a **newly acquired car** without **your** express or implied consent or outside the scope of that consent.
6. The direct or indirect benefit of any insurer or self-insurer under any of the following or similar laws:
 - A. Workers compensation law; or
 - B. Disability benefits law.
7. **Bodily injury** resulting from any pre-arranged, organized, or any other type of racing, speed, or demolition contest, stunting activity, or any competitive event, in, at, or upon a public or private street, highway, track, or other facility or location, or in practice or preparation for any such contest or activity.
8. **Bodily injury** sustained by any **person** while fleeing from police or other law enforcement agents or sustained during the commission of, or flight from, a crime. This exclusion applies regardless of whether that **person** is charged with, or convicted of, a crime.
9. **Bodily injury** that is covered under a nuclear energy liability policy.
10. **Punitive or exemplary damages** or damages for aggravating circumstances which are the type of damages imposed to punish a wrongdoer or to deter others from similar conduct.
11. **Property damage for loss** to an **insured motor vehicle** while being used or operated by any of the following **person(s)** unless that **person** is a **rated driver**:
 - A. A **person** who operates **your car** on a regular basis.
 - B. A **spouse**.
 - C. Any **person** who has an **interest in your car**.
11. **Property damage for loss** to an **insured motor vehicle** while it is being **used** or operated by a **person** who is not a **rated driver** if that **person** (i) resided with **you** on the day **we** issued this policy to **you**, or (ii) regularly operated an **insured car** on the day **we** issued this policy to **you**.
12. **Property damage for loss** to an **insured motor vehicle** if the regular garaging location of that **insured car** is not the same as the garaging location listed on the **declarations** at the time of the **loss**.
13. **Property damage** to any **insured motor vehicle** that occurs while it is being used in a **business related use**, unless (i) such **business related use** is listed on **your declarations** and (ii) the **business related use** does not involve a **delivery related business** or **automobile related business**.
14. **Property damage for loss** sustained in the commission of a felony or while seeking to elude apprehension by law enforcement.
15. **Property damage for loss** to any **insured motor vehicle** occurring in any pre-arranged, organized or any other type of racing, speed, or demolition contests, stunting activity performed in, at, or upon a public or private street, highway, track, other facility or location, or in practice or preparation for such contest of activity.
16. **Property damage** caused by intentional acts of any **insured** (as defined in **LIABILITY COVERAGE**) or at the **insured's** (as defined in **LIABILITY COVERAGE**) direction. The intended and unintended results of such acts are not covered.
17. **Property damage** to any **insured motor vehicle** caused by, or reasonably expected to result from, a criminal act or omission of an **insured**. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
18. **Property damage** to any **insured motor vehicle** for which the United States of America or any state, county, or municipality is liable for the use of the **car**.
19. **Property damage** to any **insured motor vehicle** covered under a nuclear energy liability policy.
20. **Property damage** to any **insured motor vehicle** due to and confined to (i) wear and tear, (ii) freezing, (iii) mechanical or electrical breakdown or failure, or (iv) road damage to tires and wheels. This exclusion shall not apply if the damage results from the total theft of an **insured motor vehicle**.
21. **Property damage** to any **insured motor vehicle** due to or as a consequence of (i) discharge of a nuclear weapon (even if accidental), (ii) War (declared or undeclared), (iii) civil war, (iv) terrorist act, (v) insurrection, or (vi) rebellion or revolution.
22. **Property damage** to electronic equipment of an **insured motor vehicle** that is any of the following:
 - A. Designed for the reproduction of sound, including but not limited to:

- i. Radios and stereos.
 - ii. Amplifiers, equalizers or any aftermarket audio enhancement device.
 - iii. Compact disc players or DVD players.
- B. That receives or transmits audio, visual or data signals, including but not limited to:
- i. Citizens band radios.
 - ii. Telephones.
 - iii. Compact disc players or DVD players.
 - iv. Two-way mobile radios.
 - v. Scanning monitor receivers.
 - vi. Televisions, videocassette or digital videodisc players.
 - vii. Television monitors, monitor receivers and GPS devices.
 - viii. Any electronic video or audio recording media used to record or store audio, video and androids or digital images or sounds including but not limited to DVD or CD recorders, MP3, IPODs, IPHONE, and or other similar devices. Personal computers of any type or size including hand-held computing devices.

This exclusion shall not apply to:

- 1. Equipment designed solely for the reproduction of sound and accessories used with such equipment if such equipment and accessories are installed by the manufacturer of the *car* in the opening originally designed for such equipment.
 - 2. Any other electronic equipment that is either of the following:
 - A. Necessary for the normal operation of the *car* or the monitoring of the *car's* operating system.
 - B. An integral part of the same unit housing any sound reproducing equipment installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
23. **Property damage** to any tapes, records, discs or other electronic media used with equipment described in or any other accessories used with the equipment described in paragraph 22, above.
24. **Property damage** to an *insured motor vehicle* due to destruction or confiscation by governmental or civil authorities.
25. **Property damage** to a camper body or *trailer you own* that is not shown on the *declarations*.
26. **Property damage** to any *non-owned car*. This does not apply to a *temporary substitute car*.
27. **Property damage** to television antennas, awnings, cabanas, or equipment designed to create additional living facilities.
28. **Property damage** to any *temporary substitute car* when used without the *owner's* consent or outside the scope of that consent.
29. **Property damage** to equipment designed or used for the detection or location of radar; or similar device.
30. **Property damage** to any custom furnishing or equipment in or upon any *car*. Custom furnishings or equipment include but are not limited to any of the following:
- A. Special carpeting, insulation, furniture, bars, or aftermarket trim packages.
 - B. Facilities for cooking and sleeping.
 - C. Height-extending roofs
 - D. Custom murals, paintings or other decals or graphics.
 - E. Televisions or television receiving equipment.
31. **Property damage** to any of the following:
- A. Caddy, case or container designed for use in carrying stereo tapes, cassettes, cartridges or disks.
 - B. Special antennas designed to be used with any radio, two-way communications equipment, telephones or video equipment including televisions.
 - C. Customized roof treatment including but not limited to: T-bar roof, bubble-dome, bubble window, sunroof and moon roof.
 - D. Custom paintwork or custom tape-type striping.
 - E. Equipment or accessories that change the use or appearance of the interior or exterior of the *car*.
 - F. Non-factory wheels, tires, and other equipment.
 - G. Any other *special equipment* unless listed on the *declarations* with a special equipment schedule and an additional premium paid.

32. **Property damage** to a *car* rented by *you*, a *resident relative*, or any *rated driver* if a rental vehicle company is precluded from recovering such *loss* or loss of use from *you*, that *resident relative*, or that *rated driver*, pursuant to the provisions of any applicable rental agreement or state law.
33. **Property damage** to any aftermarket performance-enhancement equipment installed in or attached to an *insured motor vehicle* and its related equipment, including but not limited to the drive train and chassis.
34. **Property damage** to any contents of an *insured motor vehicle*.
35. **Property damage** to non-scheduled *special equipment*.

Coverage Limits

1. Subject to these provisions, the limits shown on this policy's *declarations* are the most we will pay in damages for any one *accident*. The *bodily injury* limit for each *person* is the maximum limit for all claims by all *persons* for damages for *bodily injury* to any one *person*. Subject to the *bodily injury* limit for each *person*, the *bodily injury* liability limit for each *accident* is the total limit for all claims for damages from *bodily injury* to two or more *persons* in any one *accident*. This is the most we will pay regardless of the number of:
 - A. *Insureds*.
 - B. Claims made.
 - C. *Cars* or premiums shown in the *declarations*.
 - D. *Motor vehicles* involved in the *accident*.
2. The coverage limits provided to protect against damages caused by *accidents* with *uninsured motor vehicles* or *underinsured motor vehicles* are to be applied separately.
3. In no event shall the limits of liability for two or more *cars* or two or more policies be added together, combined, or stacked to determine the limits of liability for **Uninsured Motorist Coverage** or **Underinsured Motorist Coverage**.
4. Any amounts payable under this section will be reduced by the following:
 - A. Any payments made by or on behalf of the *owner* or operator of the *uninsured motor vehicle* or *underinsured motor vehicle*. Any payment made by or on behalf of any other *person* or organization which may be legally liable;
 - B. Any amount paid or payable under **LIABILITY** or **MEDICAL PAYMENTS COVERAGE** of this policy;
 - C. Any payments made or payable because of *bodily injury* under any workers' compensation law or disability benefits law or similar law; or
 - D. Any amount *you* have settled *your* claim for an amount less than the full limit of liability of the *underinsured motor vehicle*.
5. No one will be entitled to duplicate payments under this policy for the same elements of damages.

Other Insurance

If there is other applicable coverage on a loss covered by this section, *we* will pay only our share of the damages. *Our* share is the ratio that *our* limits of liability of this policy bear to the total of all applicable limits. When an *insured person* is *occupying a motor vehicle* not listed on this policy's *declarations*, the coverage in this section is excess over any other applicable insurance. The coverage in this section shall apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance.

Insured's Duties Under This Part

A *person* seeking **Uninsured Motorists Coverage** or **Underinsured Motorist Coverage** must do all of the following:

1. Promptly send *us* copies of the legal papers if a suit is brought;
2. Give *us* written notification by certified mail of any tentative settlement between the *insured* and the insurer of the *uninsured motor vehicle* or *underinsured motor vehicle* and allow us 60 days to advance payment to that *insured* equal to the tentative settlement to preserve our rights against the insurer, *owner*, or operator of such *uninsured motor vehicle* or *underinsured motor vehicle*;
3. As requested, provide *us* with written documentation of all economic losses including but not limited to medical records, employment records, income tax records, and insurance records;
4. As requested, provide *us* with authorizations or court orders allowing us to obtain medical records,

- employment records, income tax records and insurance records; and
5. As requested, provide *us* with authorizations or court orders allowing *us* to obtain medical records, employment records, income tax records and insurance records.
 6. As requested, submit to examinations under oath.