

## UNINSURED MOTORIST ENDORSEMENT #1

We will pay the amount the "named insured," including officers, employees and agents of the "named insured," are legally entitled to collect as damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "named 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."

A. The definition of "**uninsured motor vehicle**" is the following:

**"Uninsured motor vehicle"** means a self-propelled land motor vehicle, except those excluded of any type:

1. To which no collectible bodily injury liability or bond applies at the time of the accident.
2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in bodily injury without hitting:
  - a. an officer, employee or agent of the named insured;
  - b. a vehicle which an officer, employee or agent of the named insured is occupying; or
  - c. named insured's covered auto.

If there is no physical contact with the hit and run vehicle the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making a claim under this or any similar coverage.

3. To which a collectible bodily injury liability insurance or bond applies at the time of the accident, but the bonding or insuring company denies coverage or is or becomes within two years of the date of accident insolvent

However, "**uninsured motor vehicle**" does not include any vehicle or equipment:

1. Owned, leased, rented or borrowed by the named insured.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler-treads.
5. Farm-type tractor or equipment designed for use principally off public roads, except while actually upon public roads.
6. While located for use as a residence or premises.
7. Insured to the limits required by ORS 806.070.

### B. **SPLIT LIMITS OF LIABILITY**

The limit of liability of **\$25,000** for "each person" for Uninsured Motorist Coverage is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto accident. Subject to this limit for "each person," the limit of liability of **\$50,000** for "each accident" is our maximum limit of liability for all damages for bodily injury resulting from any one accident. This is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:

1. Paid because of bodily injury by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under the Liability coverage of this policy, and
2. Paid or payable because of bodily injury under any of the following or similar law:
  - a. workers' compensation law; or
  - b. disability benefits law.

Any payment under this coverage will reduce any amount that any person is entitled to recover for the same damages under the Liability Coverage of this policy.

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