

**Coverage C - 1 UNDERinsured Motorist Coverage**

This coverage applies only to the vehicle(s) for which this endorsement is listed on the Declarations page.

For an additional premium it is agreed that UNDERinsured Motorist Coverage C-1 is added to Part II of your policy.

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **UNDERinsured motor vehicle** because of **bodily injury** sustained by the **insured person**.

**Limits of Liability**

a. Our liability under the **UNDERinsured Motorist Coverage** cannot exceed the limits of the **UNDERinsured Motorist Coverage** stated in this policy, and our maximum liability under the **UNDERinsured Motorist Coverage** is the lesser of:

1. The difference between the amount paid in **damages** to the **insured person** by and for any person or organization who may be legally liable for the **bodily injury**, and the limit of **UNDERinsured Motorist Coverage**; or
2. The amount of **damages** established but not recovered by any agreement, settlement, or judgment with or for the person or organization legally liable for the **bodily injury**.

b. We will pay up to the limits of liability shown in the schedule below as shown in the Declarations. (Note: Not all of these limits may be available in your State.)

<u>Coverage Designation</u>	<u>Limits</u>
U1	10/20
U2	15/30
U3	20/40
U4	25/50
U5	30/60 (Not available in Mid-Century)
U6	35/70
U7	50/100
U8	100/200
U9	100/300
U10	250/500

c. The limit for "each person" is the maximum for **bodily injury** sustained by any person in any one **occurrence**. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.

If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.

d. Subject to the limit for "each person," the limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one **occurrence**.

It is agreed that the following **LIMITATIONS ON STACKING COVERAGES** provisions have been added to your policy:

**LIMITATIONS ON STACKING COVERAGES**

**IF YOU HAVE MORE THAN ONE MOTOR VEHICLE INSURED WITH US AND, IF YOU OR ANY OTHER INSURED PERSON IS IN AN ACCIDENT:**

- A) IN YOUR INSURED CAR - WE WILL NOT PAY MORE THAN THE UNDERINSURED MOTORIST LIMIT OF COVERAGE FOR THAT PARTICULAR INSURED CAR.**
- B) IN A MOTOR VEHICLE OTHER THAN YOUR INSURED CAR OR WHILE A PEDESTRIAN - WE WILL NOT PAY FOR MORE THAN THE UNDERINSURED MOTORIST LIMIT OF COVERAGE WHICH YOU HAVE ON ANY ONE OF YOUR INSURED CARS.**

**COVERAGE ON OTHER MOTOR VEHICLES INSURED BY US CANNOT BE ADDED TO OR STACKED ON THE COVERAGE OF YOUR INSURED CAR THAT COVERS THE LOSS.**

**THESE LIMITS OF COVERAGE APPLY REGARDLESS OF THE NUMBER OF POLICIES, INSURED PERSONS, YOUR INSURED CARS, CLAIMS MADE, CLAIMANTS, OR MOTOR VEHICLES INVOLVED IN THE ACCIDENT.**

**WE WILL PAY NO MORE THAN THE MAXIMUM LIMITS OF THIS COVERAGE, AS SHOWN IN THE DECLARATIONS OF THIS POLICY, FOR ANY PERSON OR VEHICLE INSURED UNDER THIS PART FOR ANY ONE ACCIDENT OR OCCURRENCE REGARDLESS OF THE NUMBER OF:**

- 1. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS;**
- 2. VEHICLES INSURED;**
- 3. INSURED PERSON(S);**
- 4. CLAIMS OR CLAIMANTS;**
- 5. POLICIES; OR**
- 6. VEHICLES INVOLVED IN THE ACCIDENT OR OCCURRENCE.**

**THE LIMITS PROVIDED BY THIS POLICY FOR THIS COVERAGE MAY NOT BE STACKED OR COMBINED WITH THE LIMITS PROVIDED BY ANY OTHER POLICY ISSUED TO YOU OR A FAMILY MEMBER BY ANY OF THE FARMERS INSURANCE GROUP OF COMPANIES.**

**THE LIMITS ARE NOT INCREASED BY INSURING ADDITIONAL VEHICLES, EVEN THOUGH A SEPARATE PREMIUM FOR EACH VEHICLE IS SHOWN ON THE DECLARATIONS PAGE.**

**Additional Definitions Used In This Part Only**

a. **Insured person** means:

- 1. You or a family member.**
- 2. Any other person while occupying your insured car or your insured motorcycle.**
- 3. Any person for damages that person is entitled to recover because of bodily injury to you, a family member, or other occupant of your insured car or your insured motorcycle.**

But, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.

b. **Motor vehicle** means a land **motor vehicle** or a trailer but does not mean a vehicle:

1. Operated on rails or crawler-treads.
2. Which is a farm type tractor or any equipment designed or modified for use principally off public roads while not on public roads.
3. Located for use as a residence or premises.

c. **Underinsured Motor Vehicle** - means a land **motor vehicle** when:

1. the ownership, maintenance or use is insured or bonded for **bodily injury** liability at the time of the **accident**; and
2. its limit for **bodily injury** liability is less than the amount of the **insured person's damages**.

An **underinsured motor vehicle** does not include a land **motor vehicle**:

- (a) insured under the liability coverage of this policy;
- (b) furnished or available for the regular use of you or any **family member**;
- (c) which are farm tractors and other off road designed vehicles and equipment;
- (d) defined as an "**uninsured motor vehicle**" in your policy;

### Other Insurance

1. We will pay under this coverage only after the limits of liability under any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.
2. The amount of **UNDERinsured Motorist Coverage** we will pay shall be reduced by the amount of any other **bodily injury** coverage available to any party held to be liable for the **accident**.
3. If any other collectible insurance applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.
4. We will not provide insurance for a vehicle other than **your insured car** or **your insured motorcycle**, unless the owner of that vehicle has no other insurance applicable to this part.
5. If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided for the single vehicle with the highest limits of liability.

Under Part II of the policy the provisions that apply to Exclusions and Arbitration remain the same and apply to this endorsement.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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