

# Ohio Mutual Insurance Group

Policy Number: **CPP0032868**

Expiration Date: **06/11/2021**

Pin Number: **515256**

CPP 0032868 00

SASHA ALLEN  
7425 HARRISON AVE  
MOUNT HEALTHY OH 45231

**Thank you for allowing us to serve your insurance needs**



CPP-United Ohio Insurance Co.  
P.O. Box 111  
Bucyrus, OH 44820

**COMMERCIAL POLICY  
DECLARATION SUMMARY PAGE**

**Policy Number** CPP 0032868 00

**Policy Period:** From 06/11/2020 To 06/11/2021  
12:01 A.M. Standard Time at the Named Insured's Address

**Transaction** AMENDED DECLARATION  
ADD DRIVER

**Effective:** 07/03/2020 **Customer #:** EFT1234567

**Pay Plan:** Automatic Monthly

**Named Insured and Address**  
SASHA ALLEN  
7425 HARRISON AVE  
MOUNT HEALTHY OH 45231

**Agent**  
LIGHTHOUSE AGENCY 188000000  
2794 MACK ROAD  
FAIRFIELD OH 45014

**Telephone:** 513-860-9100

**Business Description**  
CLEANING PROPERTIES

**Type of Business**  
INDIVIDUAL

**Audit Period**  
NONE

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

| COVERAGE PART DESCRIPTION | PREMIUM                            |
|---------------------------|------------------------------------|
| Commercial Auto           | \$1,436.00                         |
|                           | <b>POLICY PREMIUM</b> \$ 1,436.00  |
|                           | <b>DEPOSIT PREMIUM</b> \$          |
|                           | <b>TAXES AND SURCHARGES</b> \$     |
|                           | <b>TOTAL DEPOSIT PREMIUM</b> \$    |
|                           | <b>CHANGE IN POLICY PREMIUM</b> \$ |

**Forms applicable to all Coverage Parts:** See Forms and Endorsements schedule

| Driver Name    | Date of Birth | Excluded? |
|----------------|---------------|-----------|
| SASHA ALLEN    | 12/22/1973    | NO        |
| AMANDA L LUCAS | 05/23/1982    | NO        |

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above numbered policy.



CPP-United Ohio Insurance Co.  
P.O. Box 111  
Bucyrus, OH 44820

## BUSINESS AUTO DECLARATION

|                                  |
|----------------------------------|
| Policy Number: CPP 0032868 00    |
| Named Insured: SASHA ALLEN       |
| Agent: LIGHTHOUSE AGENCY 1880000 |

### ITEM ONE

|   |                                |                      |
|---|--------------------------------|----------------------|
| Business Description<br>CLEANING PROPERTIES | Type of Business<br>INDIVIDUAL | Audit Period<br>NONE |
|---|--------------------------------|----------------------|

### ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

| COVERAGES   | COVERED AUTO SYMBOLS | LIMIT<br>THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS  | PREMIUM    |
|---|----------------------|---|------------|
| LIABILITY   | 7 8 9                | \$1,000,000 per accident  | \$762.00   |
| PERSONAL INJURY PROTECTION<br>(or equivalent No-fault coverage)               |                      | Separately stated in each PIP endorsement minus Deductible  | \$0.00     |
| ADDED PERSONAL INJURY PROT.<br>(or equivalent No-fault coverage)              |                      | Separately stated in each Added PIP endorsement   | \$0.00     |
| RENTAL REIMBURSEMENT  |                      | Separately stated in the SCHEDULE OF COVERED AUTOS YOU OWN.   | \$0.00     |
| AUTO MEDICAL PAYMENTS   | 7                    | \$5,000 Each Insured  | \$21.00    |
| UNINSURED MOTORISTS   | 7                    | / \$500,000 Per Person/Each Accident  | \$24.00    |
| UNDERINSURED MOTORISTS<br>(When not included in Uninsured Motorists Coverage) | 7                    | / \$500,000 Per Person/Each Accident  | \$88.00    |
| PHYSICAL DAMAGE COMPREHENSIVE   | 7                    | Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible stated in the Schedule of Covered Autos for each covered auto, but no Deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos". | \$105.00   |
| PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS                                      |                      | Actual Cash Value or Cost of Repair, whichever is less, minus \$0 Deductible for each covered auto for loss caused by Mischief or Vandalism. See ITEM FOUR for hired or borrowed "autos".   | \$0.00     |
| PHYSICAL DAMAGE COLLISION   | 7                    | Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible stated in the Schedule of Covered Autos for each covered auto. See ITEM FOUR for hired or borrowed "autos".  | \$286.00   |
| PHYSICAL DAMAGE TOWING AND LABOR<br>(not available in California)             |                      | Separately stated in the SCHEDULE OF COVERED AUTOS YOU OWN for each disablement   | \$0.00     |
| UNINSURED MOTORIST COVERAGE PROPERTY DAMAGE                                   |                      | Separately stated in the SCHEDULE OF COVERED AUTOS YOU OWN minus \$250 Deductible   | \$0.00     |
| <b>Premium for Endorsements</b>   |                      |   | \$150.00   |
| <b>Estimated Total Premium</b>  |                      |   | \$1,436.00 |

### Forms and Endorsements Applicable to this policy

See Forms and Endorsements Schedule



CPP-United Ohio Insurance Co.  
 P.O. Box 111  
 Bucyrus, OH 44820

### BUSINESS AUTO DECLARATION

|                                  |
|----------------------------------|
| Policy Number: CPP 0032868 00    |
| Named Insured: SASHA ALLEN       |
| Agent: LIGHTHOUSE AGENCY 1880000 |

#### ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN

| Unit # | DESCRIPTION<br>Year, Make & Model, Serial No. or Vehicle Identification Number | PURCHASED         |                                | LOCATION<br>State Territory |
|--------|--|-------------------|--------------------------------|-----------------------------|
|        |  | Original Cost New | Actual Cost & NEW (N) USED (U) |                             |
| 1      | 2007 INFINITY FX35 JNRAS08W87X201000   | \$38,500          |                                | OH 102                      |

| Unit # | Code | Radius of Operation | Business Use | Size GVW, GCW or Seating Capacity | Primary Rating Factor |                 | Secondary Rating Factor | Age Group |
|--------|------|---------------------|--------------|-----------------------------------|-----------------------|-----------------|-------------------------|-----------|
|        |      |                     |              |                                   | Liability             | Physical Damage |                         |           |
|        |      |                     |              |                                   | 1                     | 7391            |                         |           |

| COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES |             |         |   |         |   |   |                 |         |
|--|-------------|---------|---|---------|---|---|-----------------|---------|
| Unit #                                       | LIABILITY   |         | PERS INJURY PROT  |         | ADDED PIP   | RENTAL REIMBURSEMENT                            |                 |         |
|  | Limit       | Premium | Limit stated in each PIP Endorsement minus deductible shown below | Premium | Limit stated in each Added PIP Endorsement<br>Premium | Maximum Payment Each Covered "Auto" Any One Day | Max Nbr of Days | Premium |
| 1  | \$1,000,000 | \$607   |   |         |   |   |                 |         |
|  |             | \$607   |   |         |   |   |                 | \$0     |

| COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.) |                     |         |                        |         |              |         |   |         |
|---|---------------------|---------|------------------------|---------|--------------|---------|---|---------|
| Unit #  | UNINSURED MOTORISTS |         | UNDERINSURED MOTORISTS |         | AUTO MED PAY |         | COMPREHENSIVE   |         |
|   | Limit               | Premium | Limit                  | Premium | Limit        | Premium | Limit stated in ITEM TWO minus deductible shown below | Premium |
| 1   | \$500,000           | \$24    | \$500,000              | \$88    | \$5,000      | \$21    | \$500   | \$105   |
|   |                     | \$24    |                        | \$88    |              | \$21    |   | \$105   |

| COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.) |   |         |   |         |                       |         |                           |         |
|---|---|---------|---|---------|-----------------------|---------|---------------------------|---------|
| Unit #  | SP. CAUSES OF LOSS                                    |         | COLLISION   |         | TOWING & LABOR        |         | UNINSURED MOTORIST COV PD |         |
|   | Limit stated in ITEM TWO minus deductible shown below | Premium | Limit stated in ITEM TWO minus deductible shown below | Premium | Limit per Disablement | Premium | Limit                     | Premium |
| 1   |   |         | \$500   | \$286   |                       |         |                           |         |
|   |   |         |   | \$286   |                       |         |                           | \$0     |



CPP-United Ohio Insurance Co.  
P.O. Box 111  
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## BUSINESS AUTO DECLARATION

|                                  |
|----------------------------------|
| Policy Number: CPP 0032868 00    |
| Named Insured: SASHA ALLEN       |
| Agent: LIGHTHOUSE AGENCY 1880000 |

### ITEM FOUR

#### SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

| LIABILITY COVERAGE - RATING BASIS, COST OF HIRE |                                       |                                  |   |                   |
|---|---------------------------------------|----------------------------------|---|-------------------|
| STATE   | ESTIMATED COST OF HIRE FOR EACH STATE | RATE PER EACH \$100 COST OF HIRE | FACTOR (IF LIABILITY COVERAGE IS PRIMARY) | ESTIMATED PREMIUM |
| OH  | If Any                                | 0.69300                          |   | \$56              |
|   |                                       |                                  | <b>TOTAL PREMIUM</b>                      | <b>\$56</b>       |

The Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of Hire does not include charges for services performed by motor carriers of property or passengers.

| PHYSICAL DAMAGE COVERAGE |  |                               |   |            |
|--------------------------|--|-------------------------------|---|------------|
| COVERAGES                | LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE   | ESTIMATED ANNUAL COST OF HIRE | RATE PER EACH \$100 ANNUAL COST OF HIRE | PREMIUM    |
| COMPREHENSIVE            | Actual Cash Value or Cost of Repairs, whichever is less minus Deductible for each covered auto. But no Deductible applies to loss caused by fire or lightning. |                               |   |            |
| SPECIFIED CAUSES OF LOSS | Actual Cash Value or Cost of Repairs, whichever is less minus \$0 Deductible for each covered auto for loss caused by Mischief or Vandalism.                   |                               |   |            |
| COLLISION                | Actual Cash Value, Cost of Repairs or whichever is less minus Deductible for each covered auto.  |                               |   |            |
|                          |  |                               | <b>TOTAL PREMIUM</b>                    | <b>\$0</b> |

### ITEM FIVE

#### SCHEDULE FOR NON-OWNERSHIP LIABILITY

| NAMED INSURED'S BUSINESS           | PREMIUM |             |
|------------------------------------|---------|-------------|
| Other than a Social Service Agency | \$99    |             |
| Social Service Agency              | \$0     |             |
| <b>TOTAL PREMIUM</b>               |         | <b>\$99</b> |



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## BUSINESS AUTO DECLARATION

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| Policy Number: CPP 0032868 00 |         |
| Named Insured: SASHA ALLEN    |         |
| Agent: LIGHTHOUSE AGENCY      | 1880000 |

### ITEM: PREMIUM FOR ENDORSEMENTS

| COVERAGE DESCRIPTION     | PREMIUM  |
|--------------------------|----------|
| Premier Auto Coverage    | \$150.00 |
| Premium for Endorsements | \$150.00 |



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## COMMERCIAL POLICY SCHEDULES

|                               |         |
|-------------------------------|---------|
| Policy Number: CPP 0032868 00 |         |
| Named Insured: SASHA ALLEN    |         |
| Agent: LIGHTHOUSE AGENCY      | 1880000 |

## LOCATION ADDRESS SCHEDULE

Prem # 1  
7425 HARRISON AVE  
MOUNT HEALTHY OH 45231

Building # 1  
Auto Only



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## COMMERCIAL POLICY SCHEDULES

|                                  |
|----------------------------------|
| Policy Number: CPP 0032868 00    |
| Named Insured: SASHA ALLEN       |
| Agent: LIGHTHOUSE AGENCY 1880000 |

### FORMS AND ENDORSEMENTS SCHEDULE

| Coverage Line   | Form Nbr. | Ed. Date | Description                    |
|-----------------|-----------|----------|--------------------------------|
| Commercial Auto | CAU019    | (7/14)   | Premier Auto Coverage          |
| Commercial Auto | CAU025    | (6/11)   | Empl-Hired/Borrow Auto EXCL    |
| Commercial Auto | CAU031    | (10/13)  | OH Chg-Cancellation/Nonrenewal |
| Commercial Auto | CAU032    | (3/20)   | OH BI - Un/Under Ins Motor Cov |
| Commercial Auto | CA0001    | (12/18)  | Business Auto Coverage Form    |
| Commercial Auto | CA2345    | (11/16)  | Public or Livery Psgr Conv     |
| Commercial Auto | CA2384    | (1/06)   | Exclusion of Terrorism         |
| Commercial Auto | CA2394    | (3/06)   | Silica/Silica Related Dust Exc |
| Commercial Auto | CA9903    | (12/18)  | Auto Medical Payments Coverage |
| Commercial Auto | CA9933    | (2/99)   | Employees As Insureds          |
| Commercial Auto | CA9948    | (3/06)   | Pollution Liability-Brdn Cov   |
| All Lines       | IL UO 32  | (8/13)   | Conformity to Statute          |
| Commercial Auto | ILU015    | (12/10)  | Punitive/Exemplary Dmgs Excl   |
| Commercial Auto | IL0017    | (11/98)  | Common Policy Conditions       |
| Commercial Auto | IL0021    | (9/08)   | Nuclear Energy Liab Excl Endr  |
| All Lines       | SIG-1     | (10/15)  | OMIG Signature Page            |



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## OHIO UNINSURED MOTORISTS COVERAGE - BODILY INJURY

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

- GARAGE 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.

**Named Insured:** SASHA ALLEN

**Endorsement Effective Date:** 07/03/2020

### SCHEDULE

| Limit Of Insurance:                     |      |                                      |
|---|------|--------------------------------------|
| <b>Uninsured Motorists Coverage:</b>    | \$ / | <b>Each Person / Each "Accident"</b> |
| <b>Underinsured Motorists Coverage:</b> | \$ / | <b>Each Person / Each "Accident"</b> |

Uninsured and Underinsured Motorists Coverage applies unless an "X" is entered in the corresponding box below:

If an "X" is entered in this box, this endorsement provides Uninsured Motorists Coverage only, and all references to "underinsured motor vehicle" do not apply.

If an "X" is entered in this box, this endorsement provides Underinsured Motorists Coverage only, and all references to "uninsured motor vehicle" do not apply.

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" or "underinsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident".  
The owner's or operator's liability for these damages must result from the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under the coverage selected under this endorsement only if Paragraph **a.** or **b.** below applies:
  - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of the

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"underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. 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". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss", or destruction. However, no coverage is provided for anyone occupying an "auto" which is not a covered auto for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.
  - 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". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss", or destruction. However, no coverage is provided for anyone occupying an "auto" which is not a covered auto for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

## C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits, or similar law.
3. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" 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.

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#### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident", the limit of insurance of is as follows:

a. If an Each Person/Each Accident Limit is stated in the declarations for Uninsured Motorist Coverage and, if applicable, Underinsured Motorist Coverage:

The most we will pay for all damages resulting from "bodily injury" to any one person, caused by any one "accident", including all damages claimed by any person or organization for care, loss of services, or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown for each person.

Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" for each "accident".

b. If an Each Accident Limit is stated in the declaration for Uninsured Motorist Coverage and, if applicable, Underinsured Motorist Coverage:

The most we will pay for all damages resulting from any one "accident" is the limit shown on the Declarations.

2. The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form, or any Medical Payments Coverage endorsement attached to this Coverage Part.

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

4. With respect to coverage provided for damages resulting from an "accident" with an "underinsured motor vehicle", the limit of insurance shall be reduced by all sums paid for "bodily injury" by or on behalf of anyone who is legally responsible.

#### E. Changes In Conditions

The Conditions of the policy for Ohio Uninsured and Underinsured Motorists Insurance are changed as follows:

1. **Other Insurance** in the Garage 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 the Named Insured does not own shall be excess over any other collectible 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 Garage Coverage Form are changed by adding the following:

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- a. Promptly notify the police if a hit-and-run driver is involved;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such "underinsured motor vehicle". However, this Provision **2.c.** does not apply if failure to notify us does not prejudice our rights against the insurer, owner, or operator of such "underinsured motor vehicle".

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

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.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

**4.** The following conditions are added:

**a. Arbitration**

- (1) 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 "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, 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.

- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Statute Of Limitations**

Any claim or suit for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage must be brought within three years after the date of the "accident" causing the "bodily injury" or one year after the date the liability insurer of the "uninsured motor vehicle" becomes insolvent, whichever is later, provided that our rights are not prejudiced.

**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. "Uninsured motor vehicle" means a land motor vehicle:

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- a. For which no liability bond or policy applies at the time of an "accident";
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
  - (1) Hit an "insured", a covered "auto", or a vehicle an "insured" is "occupying"; or
  - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto", or a vehicle an "insured" is "occupying".

The facts of the "accident" or intentional act must be proved by independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage.

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. Designed for use mainly off public roads while not on public roads; or
  - c. Owned by any governmental unit or agency, unless the owner or operator of the "uninsured motor vehicle" has:
    - (1) An immunity under the Ohio Political Subdivision Tort Liability Law; or
    - (2) A diplomatic immunity.
4. "Underinsured motor vehicle" means a land motor vehicle for which the sum of all liability bonds or policies applicable at the time of an "accident" is either:
- a. Less than the limit of liability for this coverage; or
  - b. Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency;
- c. Designed for use mainly off public roads while not on public roads; or
- d. That is insured for Covered Autos Liability Coverage under this policy.

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