Uninsured/Under Insured Motorist Endorsement #1

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

A. An **"underinsured motorist"** means a driver who causes an accident and has at least minimum legally required motor vehicle liability insurance but the insurance do not have payment limits high enough to cover the damage they caused.
B. An **"uninsured motorist"** means a driver who both causes an accident and does not have at least minimum legally required motor vehicle liability insurance. An uninsured motorist includes a driver who causes an accident while driving a stolen vehicle, one who flees the scene leaving no means to determine their insurer, or who is unknown.

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.

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

a. Owned, leased, rented or borrowed by the covered entity.
b. Owned or operated by a self-insurer under any applicable motor vehicle law.
c. Owned by any governmental unit or agency.
d. Operated on rails or crawler-treads.
e. Farm-type tractor or equipment designed for use principally off public roads, except while actually upon public roads.
f. While located for use as a residence or premises.
g. Insured to the limits required by ORS 806.070.

SPLIT LIMITS OF LIABILITY

The limit of liability of **$25,000** for "each person" for Uninsured/Underinsured 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.