

ETHIO-AMERICAN INSURANCE COMPANY, INC.

GEORGIA TAXICAB DRIVER/OWNER INSURANCE POLICY

UNINSURED MOTORISTS COVERAGE

This endorsement changes the policy; please read it carefully.

This endorsement modifies insurance provided by your Georgia Taxicab Driver/Owner Insurance Policy to include the following:

XIII. Uninsured Motorist Coverage.

1. INSURING AGREEMENT

Subject to the Limits of Liability, if you pay the premium for Uninsured Motorist Coverage, we will pay for damages, other than punitive or exemplary damages, which an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage:

- a) sustained by an insured person;
- b) caused by an accident; and
- c) arising out of the ownership, maintenance, or use of an uninsured motor vehicle.

We will pay under this Part XIII only after the limits of liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements.

2. ADDITIONAL DEFINITIONS

When used in this Part XIII:

- a) The terms "Insured person" and "insured persons" mean:
 - i. you, while occupying a covered vehicle;
 - ii. any person occupying a covered vehicle; and
 - iii. any person who is entitled to recover damages covered by this Part XIII because of bodily injury sustained by a person described in i. or ii. above.
- b) "Property damage" means:
 - i. physical damage to, or destruction or loss of use of, a covered vehicle; and
 - ii. physical damage to, or destruction of, any property owned by an insured person which is contained in the covered vehicle at the time of the accident.
- c) "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - i. to which no liability bond or policy applies at the time of the accident;
 - ii. to which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - 1) legally denies coverage; or

- 2) is or becomes insolvent;
- iii. whose operator or owner cannot be identified and which causes an accident resulting in bodily injury or property damage to an insured person, provided the insured person, or someone on his or her behalf, reports the accident to the police or civil authority within twenty-four (24) hours or as soon as practicable after the accident. If there is no physical contact with the vehicle, the facts of the accident must be corroborated by an eyewitness other than the injured insured person; or
- iv. to which a liability bond or policy applies at the time of the accident, but the sum of all applicable limits of liability is less than the coverage limit for Uninsured Motorist Coverage shown on the Declarations Page.

An “uninsured motor vehicle” does not include any motorized vehicle or equipment:

- a) owned by you;
 - b) furnished for the regular use of you;
 - c) self-insured within the meaning of the Georgia Financial Responsibility Law, or any similar state or federal law;
 - d) operated on rails or crawler treads;
 - e) designed mainly for use off public roads, while not on public roads;
 - f) while being used as a residence or premises; or
 - g) shown on the Declarations Page of this policy.
- d) “Uninsured Motorist Coverage – Added on to At-Fault Liability Limits” means the coverage described in subdivision (b)(1)(D)(ii)(I) of section 33-7-11 of the Code of Georgia, as amended. This coverage applies to this policy only if it is shown on the Declarations Page.
- e) “Uninsured Motorist Coverage – Reduced by At-Fault Liability Limits” means the coverage described in subdivision (b)(1)(D)(ii)(II) of section 33-7-11 of the Code of Georgia, as amended. This coverage applies to this policy only if it shown on the Declarations Page.

3. EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART XIII.

- a) Coverage under this Part XIII is not provided for bodily injury sustained by any person while using or occupying a covered vehicle without your permission;
- b) Coverage under this Part XIII is not provided for property damage:
 - i. to a covered vehicle for which insurance is afforded under a nuclear energy liability insurance contract; or
 - ii. due to a nuclear reaction or radiation.

4. LIMITS OF LIABILITY

The limit of liability shown on the Declarations Page for the coverages under this Part XIII is the most we will pay regardless of the number of:

- a) claims made;
- b) covered vehicles;
- c) insured persons;
- d) lawsuits brought;
- e) vehicles involved in an accident; or
- f) premiums paid.

If your Declarations Page shows a split limit:

- a) the amount shown for “each person” is the most we will pay for all damages due to a bodily injury to one person;
- b) subject to the “each person” limit, the amount shown for “each accident” is the most we will pay for all damages due to bodily injury sustained by two or more persons in any one accident; and
- c) the amount shown for “property damage” is the most we will pay for the aggregate of all property damage caused by any one accident.

If you have paid for Uninsured Motorist Coverage – Reduced by At-Fault Liability Limits, the most we will pay to or for an insured in an accident is the lesser of:

- a) The limits of insurance of this coverage shown on the Declaration Page; or
- b) The amount of the insured’s damages;
reduced by:
 - i. All amounts paid to the insured by or for persons and organizations who may be legally liable for the bodily injury;
 - ii. All amounts paid to the insured for property damage sustained in the accident, including all amounts;
 - a. Paid to the insured under Part V of this policy for that property damage; and
 - b. Paid to the insured by or for persons and organizations who may be legally liable for the property damage;
- c) Any applicable deductible if property damage has been sustained in the accident.

If you have paid for Uninsured Motorist Coverage – Added on to At-Fault Liability Limits, the most we will pay to or for an insured in an accident is the amount of the insured’s total damages for bodily injury and property damage, reduced by:

- a) All amounts paid to the insured by or for persons and organizations who may be legally liable for the bodily injury;
- b) All amounts paid to the insured for property damage sustained in the accident, including all amounts paid under Part V of this policy for that property damage and all amounts paid to the insured by or for persons and organizations who may be legally liable for the property damage;
- c) Any applicable deductible if property damage has been sustained in the accident.

The "each person" limit of liability includes the total of all claims made for bodily injury to an insured person and all claims of others derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

The bodily injury Limits of Liability under this Part XIII shall be reduced by all sums collectible because of bodily injury by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part V – Liability Coverage.

The property damage Limits of Liability under this Part XIII shall be reduced by all sums:

- a) collectible because of property damage by or on behalf of any persons or organizations who may be legally responsible, including, but not limited to, all sums paid under Part V – Liability Coverage;
- b) collectible under Part VI – Comprehensive and Collision Coverage; and
- c) collectible under any other property or physical damage insurance.

Payments for property damage under this Part XIII are also subject to the following provisions:

- a) no more than one deductible shall be applied to any one accident; and
- b) an adjustment for depreciation and physical condition will be made in determining the Limit of Liability at the time of the accident.

Any payment made to a person under this Part XIII shall reduce any amount that the person is entitled to recover under Part V – Liability Coverage.

No one will be entitled to duplicate payments for the same elements of damages.

Any judgment or settlement for damages against an operator or owner of an uninsured motor vehicle which arises out of a lawsuit brought without our written consent is not binding on us.

5. OTHER INSURANCE

If we are responsible for providing payment under this Part XIII to an insured person and there is more than one applicable policy of the same priority, we will pay only our share of the damages. Our share is the proportion that our Limit of Liability bears to the total of all available coverage limits on the same level of priority.

We will not pay for any damages which would duplicate any payment made for damages under other insurance.