THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

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

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

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<tr>
<td>UNINSURED MOTORISTS COVERAGE</td>
<td>$ EACH &quot;ACCIDENT&quot;</td>
</tr>
<tr>
<td>UNDERINSURED MOTORISTS COVERAGE</td>
<td>$ EACH &quot;ACCIDENT&quot;</td>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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". The damages must result from "bodily injury" sustained by the "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 "underinsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.

2. If you are an individual, any "family member".

3. 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.

4. 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 any of the following:

1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by an "insured" while "occupying" any vehicle owned by that "insured" if that vehicle is not a covered "auto".

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota no-fault insurance act, while using a covered "auto" which is owned by you.

5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident".
a. With an "uninsured motor vehicle" is the limit of UNINSURED MOTORISTS COVERAGE shown in the Schedule.

b. With an "underinsured motor vehicle" is the limit of UNDERINSURED MOTORISTS COVERAGE shown in the Schedule.

2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums:

a. Paid for the same damages by or for anyone legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

b. Paid or payable or which would be paid or payable except for the application of a deductible under personal injury protection applicable to the same element of loss.

3. Any amount paid under this insurance will reduce any amount an "insured" may be paid under this Coverage Form's LIABILITY COVERAGE.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE and UNDERINSURED MOTORISTS COVERAGE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance or underinsured motorists insurance and is replaced by the following:

a. With respect to coverage we provide when a covered "auto" you own is involved in an "accident", only:

1. The LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.

2. The LIMIT OF INSURANCE for UNDERINSURED MOTORISTS COVERAGE applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.

b. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of recovery apply:

FIRST Priority

UNINSURED MOTORISTS COVERAGE or UNDERINSURED MOTORISTS COVERAGE to the vehicle the "insured" was "occupying" at the time of the "accident".

SECOND Priority

Any Coverage Form or policy affording UNINSURED MOTORISTS COVERAGE or UNDERINSURED MOTORISTS COVERAGE to the "insured" as a Named Insured or family member.

(1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

(2) Where there is applicable insurance available under the first priority:

(a) The LIMIT OF INSURANCE applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority shall first be exhausted; and

(b) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

(3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our LIMIT OF INSURANCE bears to the total of all applicable limits in the same level of priority.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
   (a) Promptly notify the police if a hit-and-run driver is involved, and
   (b) Promptly send us copies of the legal paper if a "suit" is brought.

For an "underinsured motor vehicle", DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is also changed by adding the following:

a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:
   (1) Identify the "insured", the owner or driver of the "underinsured motor vehicle", and the insurer of the "underinsured motor vehicle";
   (2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and
   (3) Disclose the agreed upon amount of the tentative settlement, and

b. 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".

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is replaced by the following:

a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

b. 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.

c. For an "underinsured motor vehicle". Paragraph 3.a. of the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition does not apply if:

   1. We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and
   2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

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

4. The following Condition is added:

ARBITRATION

a. 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, either party may make a written demand for arbitration. In this event, 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.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your 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 or trailer:
   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law here a covered "auto" is principally garaged;
   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 driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".

   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 can not provide the amounts required by that motor vehicle law;
   b. Owned by a governmental unit or agency; or
   c. Designed for use mainly off public roads while not on public roads.
   d. That is an "underinsured motor vehicle".

4. "Underinsured motor vehicle" means a land motor vehicle or trailer for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-Fault Automobile Insurance Act but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

   However, "underinsured motor vehicle" does not include any vehicle:
   a. For which a liability bond or policy applies at the time of the "accident" but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Minnesota no-fault automobile insurance act.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.
   d. That is an "uninsured motor vehicle".