



Maverick Auto Program

ILLINOIS Personal Auto Policy

NOTICE: This policy has been issued in reliance of the statements in the application for insurance which is attached hereto and is made part hereof. **Read it Carefully** and notify the Company immediately (through **your** producer) of any misinformation or changes that may occur.

FIRST CHICAGO INSURANCE COMPANY
MAVERICK AUTO PROGRAM
ILLINOIS PERSONAL AUTO POLICY

INTRODUCTION

This policy has been issued in reliance upon the statements in the application, which is made part of this policy. Read the entire policy carefully as well as any enclosures or attachments. Immediately notify the Company of any misinformation or changes.

ALL COVERAGES DESCRIBED IN THIS POLICY MAY NOT APPLY. Refer to the Declarations to determine which coverages apply to which *motor vehicles*. Coverage A through J apply only when both a limit and a premium amount appear in the Declarations for the particular coverage and the particular *motor vehicle*.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy and applicable endorsements, **we** agree with **you** as follows:

DEFINITIONS

Throughout this policy the words **you** and **your** refer to the person or persons appearing in the Declarations as the "Named Insured" and that person's spouse or party to a civil union recognized under Illinois law if a resident of the same household. **We, us** and **our** refer to **First Chicago Insurance Company**, which is providing the insurance. Other words and phrases are defined. The specific definitions are intended only when a word or phrase appears in **bold face italics**. Definitions that defer by Coverage Part are listed within each Part.

Accident means an unplanned, unexpected and fortuitous event.

Auto business means the business or occupation of selling, renting, leasing, repairing, servicing, storing or parking *motor vehicles*.

Additional auto means an **auto you** acquire that is in addition to any **auto** shown in the **Declarations**, if:

- (a) the **auto** is acquired during the policy period; and
- (b) no other insurance policy provides coverage for the **auto**; and
- (c) **you** ask us to insure the **auto** within 30 days after **you** become the **owner** of the **auto**; and
- (d) **we** insure all **autos** in **your** household

An **additional auto** will have the broadest coverage **we** provide for any **auto** shown in the **Declarations**.

Auto and automobile means a four wheeled private passenger, station wagon, sports utility or jeep type vehicle; or a truck, pick-up truck, window van or panel van with a load capacity of less than 2,000 pounds not used for business or commercial purposes, principally designed and licensed for use on paved public streets and highways.

Bodily injury means damage to the human body and sickness, disease or death which results from the injury. Bodily injury also includes loss of services by others due to that injury.

Delivery Related Business means the ownership, maintenance or operation of any **auto** while it is being used to carry products, documents, newspapers, or food for compensation or a fee, including but not limited to:

- (a) The pickup or delivery or return from a pick-up of delivery of products, documents, newspapers, or food;
- (b) The pickup or delivery or return from a pick-up of delivery of products, documents, newspapers, or food, whether or not passengers are present in the **auto**, in conjunction with any service or company;
- (c) The pickup or delivery or return from a pick-up of delivery of products, documents, newspapers, or food, whether or not passengers are present in the **auto**, in conjunction with any logistics company, delivery services applications, transportation network application or companies. Examples of logistics company, delivery services applications, transportation network application or companies include but are not limited to UberEATS, GrubHub, and Amazon Flex.

This definition does not include shared-expense car pools.

Collision means collision of an **insured auto** with another object or person with a vehicle or by upset of such **insured auto**.

Equipment means accessories and items available from the manufacturer of **your** particular make, model and model year of **motor vehicle** and installed by the manufacturer.

Forcible entry means unauthorized entry by actual force and violence evidenced by visible damage to or on the ignition, ignition lock or steering lock which result in defeating the vehicle ignition.

Hit-and-run motor vehicle means a vehicle that causes **bodily injury** to an **insured person** or **property damage** to an **owned auto** arising out of direct physical contact of such vehicle with the **insured person** or with a **motor vehicle** that the **insured person** is **occupying** at the time of the **accident**, provided the identity of neither the operator nor the owner of the **hit-and-run motor vehicle** can be ascertained. The **insured person** must undertake reasonable efforts to ascertain the identity of the operator or owner of the **hit-and-run motor vehicle**.

Insured auto is defined separately in each coverage part.

Insured person is defined separately in each coverage part.

Loss of service means loss of material services, financial support, companionship, felicity and sexual intercourse.

Motor vehicle means a four wheeled:

- (a) private passenger automobile, station wagon or jeep-type land vehicle, or
- (b) van, or truck of the panel or pickup type, not used for business or commercial purposes with a gross vehicle weight of less than 10,000 pounds, licensed and registered for use on public roads.

Non-owned auto means a **motor vehicle** not owned by or furnished or available for the regular use of **you** or any resident or **your** household, other than a **temporary substitute auto**.

Occupying means in or entering into or alighting from, provided there is actual physical contact with the **motor vehicle**.

Owned auto means:

- (a) a **motor vehicle** owned or leased by **you** and identified on the Declarations of this policy; and
- (b) a newly acquired **motor vehicle** of which **you** obtain ownership during the policy period and regarding which **we** are notified in writing, no later than 30 days after acquisition, of **your** election to make this and no other insurance policy applicable, and;
 - (1) the newly acquired **motor vehicle** replaces another **owned auto** and neither **you** nor any resident of **your** household retains ownership of the replaced **owned auto**; or
 - (2) the newly acquired **motor vehicle** does not replace another **owned auto** and **we** insure all **motor vehicles** owned by **you** on the date of such acquisition.

Property damage means physical injury to tangible property, including the resulting loss of use of that property.

Relative means a person related to **you** by blood, marriage, civil union recognized under Illinois law or adoption and who resides with **you** at the time of loss, provided neither such person nor the spouse or party to a civil union recognized under Illinois law of such person owns a **motor vehicle**. A **relative's motor vehicle** does not include inoperable or stored vehicles that are not required by law to carry automobile liability insurance.

Replacement auto means an auto that permanently replaces an **auto** shown in the **Declarations**. A **replacement auto** will have the same coverage as the **auto** it replaces provided that no other insurance provides coverage for the **replacement auto** and it is acquired during the policy period. If **you** wish to continue coverage under Part VI for the **replacement auto**, **you** must ask **us** to provide the coverage within 30 days after **you** become the owner of the **replacement auto**. If the **auto** it replaces does not have coverage under Part VI, **you** must ask **us** to add the coverage and **you** must pay the additional premium due prior to the effective date those coverages are added.

Temporary substitute auto means **any motor vehicle** not owned or leased by **you** or any resident of **your** household, and/or not available for the regular use of **you** or any resident of **your** household while temporarily used as a substitute for an **owned auto** only when such **owned auto** is temporarily withdrawn from normal use because of its breakdown, repair, servicing, theft or destruction.

Trailer means a **trailer** designed for use with a **motor vehicle** if not being used for business or commercial purposes, and if not a home, office, store, display or passenger **trailer**.

Underinsured motor vehicle means a vehicle or **trailer** to which a bodily injury liability policy, bond or other security applies at the time of the **accident** but the sum of the limits for bodily injury liability is less than the limit of liability for this coverage as stated in Coverage E of the Declarations.

But the term **underinsured motor vehicle** does not include any vehicle or **trailer**:

- (a) owned by or furnished or available for the regular use of any **insured person** or any **relative** or person residing in **your** household;
- (b) owned by any governmental or quasi-governmental unit or agency;
- (c) operated on rails or crawler treads;
- (d) that is a farm type tractor or other conveyance or implement designed mainly for use off public roads while not upon public roads;
- (e) while located for use as a residence or premises;
- (f) owned or operated by a person qualifying as a self-insurer under any applicable financial responsibility law, motor carrier law or any similar law, except a self-insurer that is or becomes insolvent;
- (g) to which a bodily injury liability insurance policy, bond or other security applies at the time of the **accident** but the bonding or insuring company is or becomes insolvent subsequent to the date of the **accident**; or
- (h) to which a bodily injury liability policy, bond or other security applies at the time of the **accident** but its limit for bodily injury liability is less than \$25,000 per person and \$50,000 per accident. The minimum property damage liability limits are \$20,000 per accident.

Uninsured motor vehicle means a vehicle or **trailer** with respect to which there is:

- (a) no bodily injury liability insurance policy, bond or other security applicable at the time of the **accident**; or
- (b) a bodily injury liability insurance policy, bond or other security with limits less than \$25,000 per person, \$50,000 per accident, and \$20,000 property damage per accident; or
- (c) a bodily injury liability insurance policy, bond or other security applicable at the time of the **accident** but the bonding or insuring company writing the same is or becomes insolvent subsequent to the date of the **accident**; or
- (d) a **hit-and-run motor vehicle**.

But the term **uninsured motor vehicle** shall not include a vehicle or **trailer**:

- (a) owned by or furnished or available for the regular use of any **insured person** or any **relative** or person residing in **your** household;
- (b) owned by any government or quasi-governmental unit or agency;
- (c) operated on rails or crawler treads; or
- (d) that is a farm type tractor or other conveyance or implement design mainly for use off public roads while not upon public roads;
- (e) while located for use as a residence or premises; or
- (f) owned or operated by a self-insurer within the meaning of any financial responsibility law, motor carrier law or any similar law except a self-insurer that is or becomes insolvent.

War means war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incidental to any of the foregoing.

PART I - LIABILITY COVERAGES A & B

DEFINITIONS

Insured auto, when it appears in this Part, means:

- (a) an **owned auto**, including a **trailer** while being used with such **owned auto**; and
- (b) a **temporary substitute auto**, including a **trailer** while being used with such **temporary substitute auto**; and
- (c) a **non-owned auto**, not including a **trailer**, while being operated by an **insured person**.

Insured person, when it appears in this Part, means:

- (a) with respect to an **owned auto** or a **temporary substitute auto**,
 - (1) **you**, and
 - (2) a **relative** or any other person using such **owned auto** or **temporary substitute auto** to whom **you** have given permission, provided the use is within the scope of such permission; and
- (b) with respect to a **non-owned auto**,
 - (1) **you**, and
 - (2) any **relative**, provided such **relative** has the permission of the owner of the **non-owned auto** and that the use is within the scope of such permission; and
- (c) any other person or organization legally responsible for the use of
 - (1) an **owned auto** or a **temporary substitute auto**, or
 - (2) a **non-owned auto** if such **non-owned auto** is not owned or hired by such person or organization, provided the actual use thereof is by a person who is an insured under (a) or (b) above with respect to such **owned auto**, **temporary substitute auto** or **non-owned auto**.

INSURING AGREEMENT

Coverage A – Bodily Injury Liability

Coverage B – Property Damage Liability

We will pay on behalf of an **insured person** but only to the extent of the applicable policy limits, all sums that the **insured person** shall become legally obligated to pay as civil compensatory damages because of **bodily injury** or **property damage** due to the negligence of the **insured person** arising out of the ownership, maintenance or use of an **insured auto**. **We** may investigate and settle any claim or suit as **we** deem expedient.

We shall defend only those counts alleging such **bodily injury** or **property damage** and seeking damages that are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false, or fraudulent. However, **we** shall not be obligated to defend any existing or future suit after the applicable limit of **our** liability has been exhausted by payment of judgments or settlements. **We** are not obligated to pay attorney fees for any legal or investigative work unless **we** specifically select the attorneys.

SUPPLEMENTARY PAYMENTS UNDER COVERAGE A & B

In addition to the applicable limits of liability, **we** will pay:

- (a) all expenses incurred by **us**, all costs taxed against an **insured person** in a judgment payable under this policy and all interest on that part of the judgment payable under this policy which accrues after entry of judgment and before **we** have paid, tendered or deposited in court that part of the judgment that does not exceed the limit of **our** liability thereon;
- (b) premiums on:
 - (1) appeal bonds required for that portion of the judgment, in whole or in part, which does not exceed the applicable limit of liability of this policy, and
 - (2) bonds to release attachments for those amounts which do not exceed the applicable limit of liability of this policy, and
 - (3) bail bonds required of an **insured person** because of an **accident** or traffic law violation arising out of the use of a **motor vehicle** insured hereunder, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such above mentioned bonds; and
- (c) all reasonable and necessary expenses, other than loss of earnings, incurred by an **insured person** at **our** request.

EXCLUSIONS

This policy does not apply under Part I:

- (a) to **bodily injury** to **you** or any **relative** or to **property damage** where the person against whom suit is brought is also a member of that household except where said suit is brought as an action for contribution;
 - (b) to **bodily injury** or **property damage** incidental to or emanating from the ownership, maintenance or use of an **insured auto**
 - (1) as a public or livery conveyance, including any use of the vehicle, whether or not passengers are present in the vehicle, in conjunction with any transportation network application or companies, or as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network application or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
 - (2) for **delivery related business**; or
 - (3) snow removal; or
 - (4) in any other business or occupation of an insured person or insured operator;
- However this exclusion does not apply to share-the-expense car pools.
- (c) to **bodily injury** or **property damage** resulting from the operation of farm machinery;
 - (d) to **bodily injury** to any employee of an **insured person** resulting from and in the course of employment if such injury results from the use of a **motor vehicle** in the business of the employer, but the exclusion does not apply to **you** with respect to injury sustained by any fellow employee;
 - (e) to **bodily injury** to any employee of an **insured person** resulting from and in the course of employment by that **insured person**, but this exclusion does not apply to any such injury resulting from and in the course of domestic employment by an insured person unless benefits therefore are in whole or in part either payable or required to be provided under any workers' compensation law;
 - (f) to an **owned auto** or **temporary substitute auto** while used in the **auto business**, except while operated by **you**;
 - (g) to a **non-owned auto** while used
 - (1) in the **auto business** by an **insured person**, or
 - (2) in any other business or occupation of an **insured person**;

- (h) to loss to
 - (1) property, including any **motor vehicle**, owned or transported by an **insured person**, or
 - (2) property, including any **motor vehicle**, rented to or in the charge of an **insured person** other than a residence or private garage, or
 - (3) property, including any **motor vehicle**, as to which the **insured person** is for any purpose exercising physical control;
- (i) to any **motor vehicle** rented or leased by an **insured person** where other insurance has been purchased by or furnished to the **insured person** in connection with such rental or lease;
- (j) to **bodily injury** or **property damage** with respect to which an **insured person** under this policy is also an "**insured person**" under a nuclear energy liability policy issued by American Nuclear Insurers, Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any succeeding organization of any of these, or would be an "**insured person**" under any such policy (and as defined in such policy) but for its termination upon exhaustion of its limit of liability;
- (k) to **bodily injury** or **property damage** resulting from the use, operation, or manipulation or maintenance of any **motor vehicle** in any pre-arranged or organized race of speed test;
- (l) to **bodily injury** or **property damage** due to **war**;
- (m) to **bodily injury** or **property damage** sustained while fleeing from police or sustained during the commission of, or flight from a crime other than a traffic violation;
- (n) to punitive or exemplary damages;
- (o) to criminal or traffic fines, fees, penalties or restitution;
- (p) to **bodily injury** or **property damages** which was
 - (1) intended, or
 - (2) reasonably expected;
 by the **insured person**
- (q) to liability assumed by an **insured person** under any contract or other agreement;
- (r) to **bodily injury** or **property damage** resulting from the pushing or pulling of a vehicle (other than a **trailer**) by an **insured auto**, or the pushing or pulling of an **insured auto** by another vehicle (other than a tow truck); or
- (s) to **bodily injury** or **property damage** resulting from the use of a rental or leased **motor vehicle** by an operator not authorized under the terms of the rental or lease agreement.
- (t) to **bodily injury** or **property damage** arising out of the use by any person of a Vehicle without the reasonable belief that the person is entitled to do so.
- (u) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured auto** while it is rented or leased to another.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of any **motor vehicle** financial responsibility law, such insurance as is afforded by the policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law, but in no instance in excess of the limits of liability stated in the policy. **You** agree to reimburse **us** for any payment made by **us** which **we** would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

LIMITS OF LIABILITY

- (a) The Bodily injury Liability limit shown in the Declarations as applicable to "each person" is the maximum limit of **our** liability for all damages arising out of **bodily injury** sustained by one person and all claims for **loss of services** by others due to that injury as the result of any one **accident**. The limit of Bodily injury Liability as stated in the Declarations as applicable to "each accident" is, subject to the above provisions respecting each person, the total limit of **our** liability for all such damages arising out of **bodily injury** sustained by two or more persons as the result of any one **accident**. The Property damage Liability limit shown in the Declarations as applicable to "each accident" is the total limit of **our** liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including loss of use thereof, as the result of any one accident.
- (b) In no instance shall the total limit of **our** liability exceed the limits set forth in the Declarations regardless of the number of **insured autos** or **insured persons** insured under the policy or the separate itemizations of premiums.
- (c) If more than one policy issued by **us** applies to this Part, the total limit of **our** liability under such policies shall not exceed the highest amount applicable under any one policy.
- (d) Any amounts payable under this coverage Part I will be reduced by any amounts paid or payable for the same elements of loss under Parts II, III, IV of this policy.

OTHER INSURANCE

If the **insured person** has other insurance against loss covered under Part I of this policy, **we** shall not be liable under this policy for greater proportion of such loss than the applicable limit of liability stated in the Declarations bears to the total applicable limit of liability of all insurance in effect at the time of loss. However, the insurance provided by Part I of this policy with respect to a **temporary substitute auto** or a **non-owned auto** shall be excess insurance over any other source of recovery, including but not limited to insurance, bonds and self-insurance.

PART II – UNINSURED MOTORIST COVERAGE COVERAGES C & D

DEFINITIONS

Insured auto, when it appears in this Part, means:

- (a) an **owned auto**; and
- (b) a **temporary substitute auto**; and
- (c) a **non-owned auto** while being operated by **you**, but shall not include any:
 - (1) **motor vehicle** or trailer owned by a resident of the same household as **you**; or
 - (2) **motor vehicle** while used as a public or livery conveyance; or
 - (3) **motor vehicle** while being used without the permission of the owner.

Insured person, when it appears in this Part, means:

- (a) **you** and any **relative**; and
- (b) any other person only while **occupying** an **insured auto** to whom **you** have given permission, provided the use is within the scope of such permission.

INSURING AGREEMENT

Coverages C & D – Uninsured Motorist Coverage

We will pay all sums, but only to the extent of applicable policy limits, that the **insured person** shall be legally entitled to recover as damages from the owner or operator of an **uninsured motor vehicle** because of **property damage** to an **insured auto** or **bodily injury** sustained by the **insured person**, caused by an **accident** and arising out of the ownership, maintenance or use of such **uninsured motor vehicle**; provided, for the purposes of this coverage, determination as to whether the **insured person** is legally entitled to recover such damages and, if so, the amount thereof, shall be made by agreement between the **insured person** and **us** or, if agreement cannot be reached, by arbitration.

Recovery under this Part for **property damage** is subject to the payment of a specific separate premium for **uninsured motorist property damage**.

EXCLUSIONS

This policy does not apply under Part II to:

- (a) **bodily injury** to an **insured person** while **occupying a motor vehicle** not qualifying as an **insured auto** when such **motor vehicle** is owned by:
 - (1) **you**, or
 - (2) a household member related to **you** by blood, marriage, civil union recognized under Illinois law or adoption and who resides with **you** at the time of the loss; or**bodily injury** to an **insured person** through being struck by a **motor vehicle** not qualifying as an **insured auto** when such **motor vehicle** is owned by:
 - (1) **you**, or
 - (2) a household member related to **you** by blood, marriage, civil union recognized under Illinois law or adoption and who resides with **you** at the time of the loss;
- (b) **bodily injury** or **property damage** incidental to or emanating from the ownership, maintenance or use of an **insured auto**:
 - (1) as a public or livery conveyance, including any use of the vehicle, whether or not passengers are present in the vehicle, in conjunction with transportation network application or companies, or, as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network application or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
 - (2) for **delivery related business**;
 - (3) snow removal; or
 - (4) in any other business or occupation of an insured person or insured operator;However this exclusion does not apply to a share-the-expense car pool;
- (c) **bodily injury** to an **insured person** or **property damage** to an **insured auto** with respect to which such **insured person** or any person entitled to payment under this coverage shall have, without **our** written consent, made any settlement with any person or organization who may be legally liable therefore;
- (d) to any claim for **bodily injury** which is eligible for payment under workers' compensation or disability benefits policy or so as to directly or indirectly benefit any person or organization, including a self-insurer, which would otherwise be required to provide coverage pursuant to any federal or state workers' compensation or disability law or other similar law; or
- (e) any claim for punitive exemplary damages; or
- (f) any damages incurred while an **insured auto** is in the control of an excluded operator; or
- (g) **bodily injury**, death, or **property damages** which are expected or intended, by the **insured person**, or which are caused intentionally, by or at the direction of an **insured person** except for an innocent co-insured if the loss arose out of domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss; or
- (h) other than compensatory damages for death, **bodily injury**, and **property damage** to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, pecuniary losses, attorney's fees, penalties, treble damages, or punitive damages which may be recoverable or awarded at law or in equity as a result of an **insured person's** criminal conviction; or
- (i) to **bodily injury** or **property damage** sustained by a person while occupying or when struck by a trailer of any type used with a **motor vehicle** owned by the named **insured** or any **relative** or any other person specifically listed as an additional driver in the Declarations which is not insured for this coverage under this policy; or
- (j) for **bodily injury** or **property damage** arising out of the ownership or operation of any **motor vehicle** while it is being used to commit felony or other criminal activity. The exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of a crime; or
- (k) for **bodily injury** or **property damage** arising out of the ownership or operation of any **motor vehicle** while it is being used to flee a law enforcement agency or crime scene; or
- (l) for **bodily injury** or **property damage** arising out of the ownership or operation of any **motor vehicle** while it is being used in any racing, speed, or demolition event or contest or stunting activity or in preparation for such an event, contest, or activity. This exclusion applies regardless of whether the event, contest, or activity is pre-arranged or not.
- (m) to any claim for **property damage** that does not include the name and address of the owner of the at fault **uninsured motor vehicle** and any other available information to establish there is no applicable physical damage liability insurance.
- (n) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured auto** while it is rented or leased to another.

LIMITS OF LIABILITY

- (a) The Uninsured Motorist Coverage limit shown in the Declarations as applicable to "each person" is the limit of **our** liability for all damages arising out of **bodily injury** sustained by one person and all claims for **loss of services** by others due to that injury as the result of any on **accident**. The limit of Uninsured Motorist Coverage as stated in the Declarations as applicable to "each accident" is, subject to the above provisions respecting each person, the total limit of **our** liability for all such damages arising out of **bodily injury** sustained by two or more persons as the result of any one **accident**.
- (b) In no instance shall the total limit of **our** liability exceed the limits set forth in the Declarations regardless of the number of **insured autos** or **insured persons** insured under the policy or the separate itemization of premiums.
- (c) If more than one policy issued by **us** applies to this Part, the total limit of **our** liability under all such policies shall not exceed the highest amount applicable under any one policy.
- (d) Any amounts payable under this coverage Part II will be reduced by any amounts paid or payable for the same elements of loss under Parts I, III or IV of this policy.
- (e) Any amount payable under the terms of this Part because of **bodily injury** sustained in an **accident** by a person who is an **insured person** under this Part shall be reduced by:
 - (1) all sums paid on account of such **bodily injury** by or on behalf of:
 - (i) the owner or operator of the **uninsured motor vehicle**, and
 - (ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury** including all sums paid under Coverage A; and

- (2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workers' compensation law, disability benefits law or similar law.
- (f) Coverage under this section shall not be "stacked" with any other similar or identical coverage that may be provided under this or any other policy issued by **us**, including Part III – Underinsured Motorist Coverage.
- (g) any amount payable under Part II shall be reduced by all sums paid to the **insured person** for **property damage** on behalf of the owner or operator of the **uninsured motor vehicle** and any other person or organization jointly or severally liable together with such owner or operator.
- (h) there shall be no coverage for loss of use of the **insured auto** and no coverage for loss or damage to personal property located in the **insured auto**.
- (i) there shall be no liability imposed under the **Uninsured Motorist Property Damage** Coverage if the owner or the operator of the at fault **motor vehicle** or the **hit-and-run motor vehicle** cannot be identified.

Property damage losses recoverable thereunder shall not exceed the lesser of:

- (a) our limit of liability \$15,000; or
- (b) the amount necessary to repair the damaged property at the time of the loss; or
- (c) the amount necessary to replace the damaged property at the time of the loss with property of like kind with deduction for depreciation and physical condition; or
- (d) the actual cash value of the insured auto at the time of the loss less deductible and salvage value on retained vehicles 9 model years or older

Property damage losses are subject to the \$250 deductible. However, in the event of one or more of the following losses, a 500% surcharge of the deductible amount shown on the declarations page shall be assessed against the loss settlement, if the **loss** occurs within 30 calendar days of policy inception, lapse in coverage, reinstatement, addition of a vehicle with UMPD Coverage, or addition of UMPD Coverage to an existing vehicle on the policy.

- (a) Single vehicle loss
- (b) Hit and run loss
- (c) Theft loss
- (d) Vandalism loss

OTHER INSURANCE

If the **insured person** has other similar insurance, bonds or self-insurance available and applicable to the **accident**, **we** shall not be liable for a greater portion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance, bonds or self-insurance. With respect to **bodily injury** to an **insured person** while **occupying a motor vehicle** not owned by **you**, the insurance under Part II shall apply only as excess insurance over any other similar insurance, bonds or self-insurance available to such **insured person**. The insurance under Part II shall apply only in the amount by which the limit of liability for Coverage D exceeds the applicable limit of liability of any other source of recovery.

ARBITRATION

- (a) The arbitration process shall not commence unless the following have first been resolved by agreement between the parties or declaratory judgment:
- (1) whether the policy was in effect at the time of the **accident**;
 - (2) whether the injured party was insured under a policy issued by **us**;
 - (3) whether the adverse driver's vehicle was an **uninsured motor vehicle**.
- (b) Subject to (a), if any person making claim hereunder and **we** do not agree:
- (1) whether such **insured person(s)** and such **uninsured motor vehicle(s)** were in an **accident**; or
 - (2) whether such **insured person** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** to an **insured person** or **property damage** to an **insured auto**; or
 - (3) as to the amount payable hereunder; then these matters shall be submitted to arbitration upon receipt of written demand for arbitration by **us**.
- (c) Prior to the arbitration hearing, any person making a claim hereunder or on whose behalf a claim is being made shall submit to examinations under oath by any person **we** name and subscribe the same, as often as may reasonably be required, provide a signed medical record release authorizing **our** access to **your** medical records and provide copies of all medical records and bills which will be proffered during the arbitration hearing, and subject to a continuing duty to supplement said records and bills through the date of the hearing where treatment is ongoing.
- (d) Unless the parties otherwise agree, **we** may each select an arbitrator, and the two arbitrators named will select a third arbitrator. If such arbitrators are not selected within 45 days from the receipt of the written demand, either party may request that such arbitration be submitted to the American Arbitration Association. In the event such arbitration is submitted to the American Arbitration Association, the arbitrator will hear and determine the questions in dispute and, except to the extent herein provided, the written decision of the arbitrator shall be binding on the parties up to \$75,000 per person and \$150,000 per accident or the policy limits, whichever is less. In the event such arbitration is submitted to a tripartite panel, the arbitrators shall be binding upon the parties.
- (e) Unless the parties otherwise agree, all arbitration hearings under this policy, including both the tripartite panel and the American Arbitration Association, shall be conducted in the County and State of the named insured as shown in the Declarations at the time of the policy's inception and in accordance with the usual rules governing the procedures and the admission of evidence in the general courts of law of that County and not in accordance with any court-mandated arbitration or mediation rules including those promulgated by the Illinois Supreme Court unless otherwise required pursuant to 215 ILCS 5/143a.
- (f) If it is agreed that:
- (1) if the arbitrator(s) assess damages or enter an award in excess of the policy limits stated in the Declarations, the award shall be void to the extent that it exceeds the minimum limits of \$25,000 per person and \$50,000 per accident. The minimum property damage liability limits are \$20,000 per accident; and
 - (2) if the arbitrator(s) award(s) damages in the amount greater than the minimum limits of \$25,000 per person, \$50,000 per accident, or \$20,000 per accident for property damage but less than the Limits stated in the Declarations, that portion of the award exceeding the minimum limits of \$25,000 per person, \$50,000 per accident, or \$20,000 per accident for property damage may be rejected in writing by either party within 90 days. Any legal action regarding that portion of the award exceeding the minimum limits of \$25,000 per person, \$50,000 per accident, or \$20,000 per accident for property damage shall be filed within 30 days of notice of rejection; otherwise, the rejection shall be final.
- No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured person** and **us**, of the issues of liability of such person or organization of the amount of damages to which the **insured person** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured person** with **our written** consent.
- (g) In the event of either a tripartite panel or arbitration conducted by the American Arbitration Association, each party will:
- (1) pay the expenses it incurs including the expenses of the arbitrator selected by that party; and
 - (2) bear equally the expense of the third arbitrator.

PART III – UNDERINSURED MOTORIST COVERAGE COVERAGE E

DEFINITIONS

Insured Auto, when it appears in this Part, means;

- (a) an **owned auto**, and
- (b) a **temporary substitute auto**; and
- (c) a **non-owned auto** while being operated by **you**.

Insured person, when it appears in this Part, means;

- (a) **you** or any **relative**; and
- (b) any other person only while **occupying** an **insured auto** to whom **you** have given permission, provided the use is within the scope of such permission.

INSURING AGREEMENT

Coverage E – Underinsured Motorist Coverage

We will pay the sum, but only to the extent of applicable policy limits, that 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 an **insured person**, caused by the **accident** and arising out of the ownership, maintenance or use of such **underinsured motor vehicle** that is greater than the sum of the limit of **bodily injury** of all liability policies, bonds or other securities which apply to the owner or operator or **underinsured motor vehicle** at the time of the **accident**. **We** will not pay under this coverage if an **insured person** accepts payment of any kind from or on behalf of the **underinsured motorist** without first notifying **us**, and allowing **us** thirty (30) days from the receipt of such notification to respond. Notification to **us** must be made in writing and include evidence of a bona fide offer of a tentative settlement from the liable party and the amount of the offer. No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured person** and **us**, of the issues of liability of such person or organization of the amount of damages to which the **insured person** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured person** with **our** written consent.

EXCLUSIONS

This policy does not apply under Part III to:

- (a) **bodily injury** to an **insured person** while **occupying** a **motor vehicle** not qualifying as an **insured auto** when such **motor vehicle** is owned by:
 - (1) **you**, or
 - (2) a household member related to **you** by blood, marriage, civil union recognized under Illinois law or adoption and who resided with **you** at the time of the loss; or

bodily injury to an **insured person** through being struck by a **motor vehicle** not qualifying as an **insured auto** when such **motor vehicle** is owned by:

 - (1) **you**, or
 - (2) a household member related to **you** by blood, marriage, civil union recognized under Illinois law or adoption and who resided with **you** at the time of the loss;
 - (b) **bodily injury** incidental to or emanating from the ownership, maintenance or use of an **insured auto**:
 - (1) as a public livery conveyance, including any use of the vehicle, whether or not passengers are present in the vehicle, in conjunction with any transportation network application or companies, or, as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network applications or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
 - (2) for **delivery related business**; or
 - (3) snow removal; or
 - (4) for any other business or occupation of an insured person or insured operator;
- However this exclusion does not apply to a share-the-expense car pool;
- (c) any claim for **bodily injury** which is eligible for payment under a workers' compensation or disability benefits policy or so as to directly or indirectly benefit any person or organization, including a self-insurer, which would otherwise be required to provide coverage pursuant to any federal or state workers' compensation or disability law; or
 - (d) any claim for punitive or exemplary damages; or
 - (e) **bodily injury** to an **insured person** with respect to which such **insured person** or any person entitled to payment under this coverage shall have, without **our** written consent, made any settlement with any person or organization who may be legally liable therefore.
 - (f) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured auto** while it is rented or leased to another.

LIMITS OF LIABILITY

- (a) The Underinsured Motorist Coverage limit shown in the Declarations as applicable to "each person" is the limit of **our** liability for all damages arising out of **bodily injury** sustained by one person and all claims for **loss of services** by others due to that injury as the result of any one **accident**. The limit of Underinsured Motorist Coverage as stated in the Declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of **our** liability for all such damages arising out of **bodily injury** sustained by two or more persons as the result of any one **accident**.
- (b) In no instance shall the total limit of **our** liability exceed the limit set forth in the Declarations regardless of the number of **insured autos** or **insured persons** under the policy or the separate itemization of premiums.
- (c) If more than one policy issued by **us** applies to the Part, the total limit of **our** liability under all such policies shall not exceed the highest amount applicable under any one policy.
- (d) Any amounts payable under this Coverage Part III will be reduced by any amounts paid or payable for the same elements of loss under Parts I, II or IV of this policy.
- (e) Any amount payable under the terms of this Part because of **bodily injury** sustained in an **accident** by a person who is an **insured person** under this Part shall be reduced by:
 - (1) all sums paid on account of such **bodily injury** by or on behalf of:
 - (i) the owner or operator of the **uninsured motor vehicle**,
 - (ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury** including all sums paid under Coverage A; and
 - (2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workers' compensation law, disability benefits law or any similar law. However, no reduction shall be made for any such amounts paid or payable as Social Security disability benefits.

(f) Coverage under this section shall not be "stacked" with any other similar or identical coverage that may be provided under this or any other policy issued by **us**, including Part II - Uninsured Motorist Coverage.

OTHER INSURANCE

If the **insured person** has other similar insurance, bonds or self-insurance available and applicable to the **accident**, **we** shall not be liable for a greater proportion of any loss to which this coverage applies that the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance, bond or self-insurance. With respect to **bodily injury** to an **insured person** while **occupying a motor vehicle** not owned by **you**, the insurance under Part III shall apply only as excess insurance over any other similar insurance, bonds or self-insurance available to such **insured person**. The insurance under Part III shall apply only in the amount by which the limit of liability for Coverage E exceeds the applicable limit of liability of any other source of recovery, including but not limited to insurance, bonds and self-insurance.

PART IV – MEDICAL PAYMENTS COVERAGE F

DEFINITIONS

Insured person, when it appears in this Part, means:

- (a) with respect to an **owned auto**, or a **temporary substitute auto**,
 - (1) **you**, and
 - (2) a **relative** or any person using such **owned auto** or **temporary substitute auto** to whom **you** have given permission, provided the use is within the scope of such permission; and
- (b) With respect to a **non-owned auto**,
 - (1) **you**, and
 - (2) any **relative**, provided such **relative** has the permission of the owner of the **non-owned auto** and that the use is within the scope of such permission.

Insured auto, when it appears in this Part, means:

- (a) an **owned auto**;
- (b) a **temporary substitute auto**; and
- (c) a **non-owned auto** while being operated by **you**.

INSURING AGREEMENT

Coverage F – Expenses for Medical Services

Upon written demand **we** will pay the usual and customary charges incurred within one year from the date of accident for reasonable and necessary medical and funeral services, other than expenses for replacement eyeglasses, dentures or prosthetic devices, due to **bodily injury** caused by an **accident**, and sustained by:

- (a) **you** or any **relative**, while **occupying a motor vehicle** or being struck by a **vehicle**; and
- (b) any other person while **occupying**:
 - (1) an **owned auto** or **temporary substitute auto**, while being used by an **insured person**, or
 - (2) a **non-owned auto**, if the **bodily injury** results from its operation by an **insured person**.

EXCLUSIONS

This policy does not apply under Part IV to:

- (a) any claim for **bodily injury** which is eligible for payment under a workers' compensation or disability benefits policy or so as to directly or indirectly benefit any person or organization, including a self-insurer, which would otherwise be required to provide coverage pursuant to any federal or state workers' compensation law or similar law;
 - (b) **bodily injury** incidental to or emanating from the ownership, maintenance or use of an **insured auto**
 - (1) as a public or livery conveyance, including any use of the vehicle, whether or not passengers are present in the vehicle, in conjunction with any transportation network application companies, or, as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network applications, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
 - (2) for **delivery related business**; or
 - (3) snow removal; or
 - (4) in any other business or occupation of an insured person or insured operator;
- However this exclusion does not apply to share-the-expense car pools;
- (c) **bodily injury** resulting from the operation of farm machinery;
 - (d) **bodily injury** to any fellow employee of an **insured person** injured in the course of employment if such injury results from the use of a **motor vehicle** in the business of the employer, but the exclusion does not apply to **you** with respect to injury sustained by any fellow employee;
 - (e) **bodily injury** to any employee of an **insured person** resulting from and in the course of employment by that **insured person**, but this exclusion does not apply to any such injury resulting from and in the course of domestic employment by an **insured person** unless benefits therefore are in whole or in part either payable or required to be provided under any workers' compensation law;
 - (f) **bodily injury** which occurs during the operation of an **owned auto** or **temporary substitute auto** while used in the **auto business**, except while operated by **you**;
 - (g) **bodily injury** which occurs during the operation of an **non-owned auto** while used:
 - (1) in the **auto business** by an **insured person**, or
 - (2) in any other business or occupation of an **insured person** except a **motor vehicle** operated by **you**;
 - (h) **bodily injury** that occurs during the operation of a **motor vehicle** rented or leased by an **insured person** where other insurance has been purchased by or furnished to the **insured person** in connection with such rental or lease;
 - (i) **bodily injury** with respect to which an **insured person** under this policy is also an "**insured person**" under a nuclear energy liability policy issued by American Nuclear Insurers, Nuclear Energy Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any succeeding organization of any of these, would be an "**insured person**" under any such policy (and as defined in such policy) but for its termination upon exhaustion of its limit of liability;
 - (j) **bodily injury** resulting from the use, operation manipulation or maintenance of any **motor vehicle** in any pre-arranged or organized race or speed test;
 - (k) **bodily injury** due to **war**,

- (l) **bodily injury** sustained while fleeing from police or sustained during the commission of, or flight from, a crime other than a traffic violation;
- (m) **bodily injury** which was
 - (1) intended, or
 - (2) reasonably expected;
 by the **insured person**;
- (n) **bodily injury** resulting from the pushing or pulling of a **insured auto** (other than a **trailer**) by an **insured auto**, or the pushing or pulling of an **insured auto** by another vehicle (other than a tow truck);
- (o) **bodily injury** resulting from the use of a rental or lease **motor vehicle** by an operator not authorized under the terms of the rental or lease agreement; or
- (p) **bodily injury** caused by or as a consequence of a discharge or use of a weapon.
- (q) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured auto** while it is rented or leased to another.

LIMITS OF LIABILITY

- (a) The limit of liability for Medical Payments stated in the Declarations as applicable to “each person” is the maximum limit of **our** liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as the result of any one **accident**.
- (b) For any one **accident**, the limit of **our** liability stated in the Declarations will apply regardless of the number of **insured persons** or **insured autos** insured by the policy or the separate itemization of premiums.
- (c) If more than one policy issued by **us** applies to this Part, the total limit of **our** liability under all such policies shall not exceed the highest amount applicable under any one policy.
- (d) Any amounts payable under this coverage Part IV will be reduced by any amounts paid or payable for the same elements of loss under Parts I, II, or III of this policy.

OTHER INSURANCE

- (a) If there is other **motor vehicle** medical payments insurance against a loss covered by Part IV of this policy, **we** shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the Declarations bears to the total of all medical payments insurance; provided, however, the insurance with respect to a **temporary substitute auto** or a **non-owned auto** shall be excess insurance over any other medical payments insurance.
- (b) This policy does not apply under Part IV to **bodily injury** to the extent that any medical expenses is paid or payable to or on behalf of the injured person under the provisions of any:
 - (1) premises insurance affording benefits for medical expenses;
 - (2) accident or disability insurance; or
 - (3) medical, hospital or surgical insurance.

PART V – NON-OWNER POLICY

This section only applies when the policy is issued on a **non-owner** only basis.

Non Owners coverage is intended only for licensed drivers who are specifically named in the declarations with respect to the use of a **Non-owned auto** as defined in the policy. Non Owners coverage is not intended to insure any person with respect to an **Owned auto** or with respect to an automobile furnished for the regular use of the named insured.

When applicable coverage is afforded under Parts I, II and IV to the operation of a **motor vehicle(s)** by **you**, subject to the following:

- (a) The definitions of “**insured person**” and “**you**” as they appear throughout the policy are deleted and replaced with the following: “**the individual(s) named in the Declarations**”.
- (b) The insurance does not apply:
 - (1) to any **motor vehicle** that is owned by or furnished for the regular use of **you**, or a member of the same household other than a private chauffeur or domestic servant of **yours**;
 - (2) to any **motor vehicle** while used in a business or to any accident arising out of the operation of an auto business;
 - (3) under Part IV to Coverage F Medical Payments, unless the injury results from the operation of the **Non owned motor vehicle** by **you** or on behalf of **you** by such private chauffeur or domestic servant, or from the occupancy of the **Non owned motor vehicle**.
- (c) **Other Insurance**. This insurance shall be excess insurance over any other valid source of recovery for Bodily injury Liability, Property damage Liability and Medical Payments coverage. This provision replaces all “**other insurance**” policy provisions.
- (d) The provisions of this endorsement control to the extent that there is any discrepancy or contradiction between the provisions of this endorsement and those of any Part or Condition of the policy.

PART VI – PHYSICAL DAMAGE TO YOUR AUTO COVERAGES G, H, I, & J

DEFINITIONS

Insured auto, when it appears in this Part, means:

- (a) an **owned auto**; and
- (b) a **temporary substitute auto**.

Insured person, when it appears in this Part, means:

- (a) **you** or any **relative**; and
- (b) any other person using such **owned auto** or **temporary substitute auto** to whom **you** have given permission, provided the use is within the scope of such permission.

INSURING AGREEMENT

Coverage G – Comprehensive (excluding collision)

We will pay for direct and accidental loss to an **insured auto**, including its **equipment**, caused other than by **collision**, but only for the amount of each such loss in excess of the deductible amount stated in the Declarations provided that it can be confirmed by **us** that said loss occurred during the time period wherein coverage was in force.

Each occurrence of such loss shall be subject to a separate deductible. Breakage of glass and loss caused by projectiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, contact with an animal, malicious mischief, riot or civil commotion shall be payable under this coverage.

SUPPLEMENTARY PAYMENTS UNDER COVERAGE G

In addition to the applicable limit of liability, **we** will reimburse **you** up to \$20 per day to a maximum of \$600 for each loss, for the amount which **you** paid for renting another auto from a rental agency as the result of the total theft of an **insured auto**, when such theft is covered under Coverage G. This coverage begins 72 hours after **you** report the theft to both **us** and the police, but ends when the first of the following occurs:

- (a) **we** offer settlement to **you**;
- (b) the **insured auto** is returned to use;
- (c) **we** offer to replace the **insured auto**, or
- (d) the \$600 limit is reached

INSURING AGREEMENT

Coverage H – Collision

We will pay for direct and accidental loss to an **insured auto**, including its **equipment**, caused by **collision** but only for the amount of each such loss in excess of the deductible amount stated in the Declarations provided that it can be confirmed by **us** that said loss occurred during the time period wherein coverage was in force. Each occurrence of such loss shall be subject to a separate deductible.

LOSS SETTLEMENT UNDER COVERAGE G & H

In the event of a loss and subsequent loss settlement under Coverage G or H, **we** are authorized to make appropriate deductions from the loss settlement amount for:

- (a) the deductible stated in the Declarations for that particular **insured auto**; however, in the event of one or more of the following losses, a 500% surcharge of the deductible amount shown on the declarations page shall be assessed against the loss settlement, if the **loss** occurs within 30 calendar days of policy inception, lapse in coverage, reinstatement, addition of a vehicle with Physical Damage Coverage, or addition of Physical Damage Coverage to an existing vehicle on the policy.
 - i. Single vehicle loss
 - ii. Hit and run loss
 - iii. Theft loss
 - iv. Vandalism loss
- (b) any unrepaired damage that occurred prior to the covered loss;
- (c) any damage that occurred after the covered loss that is a separate loss;
- (d) depreciation and physical condition (wear and tear, etc.); are subject to a \$500 maximum, and
- (e) excessive storage fees where the insured fails to notify the company within 72 hours that the vehicle is in a storage facility incurring fees; or if the insured fails to permit the company to move the vehicle to a facility that will not charge storage fees such as one of our preferred storage facilities.

We shall have the following options:

- (a) Replacement of the **insured auto** with another that is of like kind of whose quality and value are substantially the same as that of the **insured auto** at the time of the loss (depreciation considered);
- (b) Payment of the amount **we** would have paid for such replacement auto, in the event **you** elect a cash settlement instead of such replacement auto;
- (c) Payment of the actual cash value in the event that a replacement auto cannot be obtained;
- (d) Repair the **insured auto** in the event that it is not a total loss; or
- (e) In the event that **your** stolen **insured auto** is later recovered, return of the **insured auto** to the address shown in the Declarations at **our** expense with payment for any resultant damage thereto.

There can be no abandonment to **us** of the property described.

INSURING AGREEMENT

Coverage I – Towing

We will reimburse **you** for towing costs necessitated by the disablement of an **insured auto**, provided:

- (1) the labor is performed at the place of disablement;
- (2) limits are listed in the Declarations;
- (3) and a specified premium has been paid.

The company will reimburse the named insured up to the limit listed in the **Declarations**. **We** shall not be obligated to pay under this coverage any towing and labor costs which **you** may be entitled to recover from Emergency Roadside Assistance Coverage on any other source affording coverage in part or whole for towing and labor costs.

INSURING AGREEMENT

Coverage J – Rental Reimbursement

(a) Coverage under this Paragraph (a) applies to an **insured auto** only when Coverage G of this Part is also purchased and applies to the **insured auto**.

We will reimburse **you** up to the per day and maximum limit shown on the Declarations page, for the amount which **you** paid for renting another auto from a rental agency while the **insured auto** was being repaired due to a loss that is covered under Coverage G or, if also purchased on the **insured auto** being repaired, Coverage H. If the **insured auto** is not drivable, coverage starts 24 hours after the loss is reported to **us**. If the **insured auto** is drivable, coverage starts the day after it is taken to the proper repair facility. Coverage will end when the first of the following occurs:

- (1) the repair facility finished the repairs;
- (2) **we** offer to replace the **insured auto**;
- (3) **we** offer settlement to **you**; or
- (4) the maximum limit is reached.

This coverage does not apply if **you** are eligible to collect Supplementary Payments under Coverage G. Proof of repairs from a repair facility and evidence of payment therefore must be provided before reimbursement will be made.

(b) Coverage under this Paragraph (b) applies to an **insured auto** only when Coverage G of this Part is not purchased and coverage under Part I of this policy also applies

to the **insured auto**:

We will reimburse **you** up to the per day and maximum limit shown on the Declarations page, for the amount which **you** paid for renting another auto from a rental agency while the **insured auto** was being repaired due to disablement arising from an **accident** which caused physical damage to **your insured auto** by collision with another vehicle, object, or person or by upset of such **insured auto**. Coverage will end when the first of the following occurs:

- (1) the repair facility finished the repairs; or
- (2) the maximum limit is reached.

Proof of repairs from a repair facility and evidence of payment therefore, must be provided before reimbursement will be made. **You** may claim the maximum amount under this coverage one time during a semi-annual policy, and twice during an annual policy. This coverage does not apply for the first seventy-two (72) hours after the initial effective date and time of the policy.

EXCLUSIONS

This policy does not apply under Part VI:

- (a) to loss to any item that does not qualify as **equipment**, but this exclusion does not apply to a non-factory installed vehicle anti-theft system for which **you** are receiving an anti-theft credit or child restraint system which meets the standards required by Illinois state law and was in use by a child at the time of loss;
- (b) to loss that was:
 - (1) intended, or
 - (2) reasonably expected;by the **insured person** except for an innocent co-insured if the loss arose out of domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss;
- (c) to loss due to manufacturer defect, freezing or mechanical or electrical failure;
- (d) to loss to tires, unless damaged by fire, malicious mischief, vandalism or theft, or unless the loss to tires is coincident with and from the same cause of another loss covered by this policy;
- (e) to loss due to **war**;
- (f) to loss due to radioactive contamination;
- (g) to any **motor vehicle** while being used in the **auto business**;
- (h) to loss incidental to or emanating from the ownership, maintenance or use of an **insured auto**
 - (1) as a public livery conveyance, including any use of the vehicle, whether or not passengers are present in the vehicle, in conjunction with any transportation network applications or companies, or, as they sometimes refer to themselves, rideshare applications or companies. Examples of transportation network applications or companies, or, as they sometimes refer to themselves, rideshare applications or companies include but are not limited to Uber, Lyft and Side Car, or
 - (2) for **delivery related business**; or
 - (3) snow removal; or
 - (4) in any other business or occupation of an insured person or insured operator;However this exclusion does not apply to share-the-expense car pools;
- (i) to loss of any **motor vehicle** designated for racing while being tested, repaired, serviced or exhibited or to loss resulting from the use, operation, manipulation or maintenance of any **motor vehicle** in any pre-arranged or organized race or speed test;
- (j) loss due to theft under Coverage G if evidence exists that **forcible entry** was not required to gain access to the **insured auto**;
- (k) to loss to an **insured auto** due to damage or confiscation by government or civil authorities;
- (l) to loss to an **insured auto** due to repossession, forfeiture, garnishment, supplemental proceeding or other judicial proceedings;
- (m) to loss to an **insured auto** sustained while fleeing from police or sustained during the commission of or flight from a crime, other than a traffic violation;
- (n) to loss due to theft when the keys to the **insured auto** were left within the **insured auto** or if evidence exists that the ignition wiring was altered or changed to allow the operation of the **insured auto** without keys; or
- (o) to loss resulting from the pushing or pulling of a vehicle (other than a **trailer**) by an **insured auto**, or the pushing or pulling of an **insured auto** by another vehicle (other than a tow truck);
- (p) to an **insured auto** for diminution in value;
- (q) arising out of the ownership, maintenance or use of any vehicle by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges.
- (r) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured auto** while it is rented or leased to another.

LIMITS OF LIABILITY

The limits of liability for loss to the **insured auto**, including its **equipment**, shall not exceed the lesser amount of its actual cash value at the time of loss or what it would have cost at the time of loss to repair or replace the damaged property (depreciation and physical condition considered). Any such parts used in repairing the damage property may include either parts furnished by the vehicle's manufacturer or parts from other sources including non-factory installed vehicle anti-theft systems, for which **we** are allowing an anti-theft credit, arising out of any one accident is \$500.

OTHER INSURANCE

If the **insured person** has other sources of recovery against a loss covered under Part VI of this policy, **we** shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability bears to the total applicable limit of liability of all sources of recovery including, but not limited to:

- (a) any coverage provided by the owner of the **temporary substitute auto**;
- (b) any other physical damage insurance; or
- (c) any other source of recovery applicable to the loss.

CONDITIONS

Unless otherwise noted, the following conditions apply to all Parts.

Insured auto and **insured person** are defined separately in each Coverage Part if applicable.

1. Your Statements, Attestations and Representations

By the acceptance of this policy, **you** agree that the statements contained in the applications, forms, Declarations, endorsement requests and renewal questionnaire, which

are hereby incorporated as part of this policy, have been made by **you** or on **your** behalf and that said statements are offered as an inducement to **us** to issue or continue coverage. This policy is issued and continues in reliance upon the truth of all such initial statements and representations as well as statements and representations made at subsequent policy renewals. This policy embodies all agreements existing between **you** and **us**.

2. Policy Period, Territory and Policy Renewal

While **you** are a resident of Illinois and while the **insured auto** is within the United States of America, its territories or possessions, or Canada or is being transported between ports thereof, only **accidents** and losses during the policy period, as stated in the Declarations, can be covered by this policy. Each policy period begins and ends at 12:01 a.m. local time at **your** address, as stated in the Declarations and on the dates as specified in the Declarations. This policy may be renewed for successive policy periods. The effective date appearing on **our** renewal offer coincides with the expiration date of the expiring policy so that such date becomes the first day that coverage does not apply if the required renewal premium is not paid to **us** before that date. Likewise, it is the first date that coverage does apply if the required renewal premium is paid and received by **us** before that date.

3. Coverage of Newly Acquired Vehicles

(a) If any **owned auto** is replaced by another **owned auto** or if an additional **owned auto** is acquired, coverage applies to that newly acquired **motor vehicle** only upon and at the time of receipt of written request to add such **motor vehicle** to the policy. However, if such request is received no later than 30 days after the date of such **motor vehicle's** acquisition, and specifies **your** election to make this and no other insurance policy applicable to such newly acquired **motor vehicle**, coverage applies to that **motor vehicle** from the date of its acquisition as follows:

- (1) if such newly acquired **motor vehicle** replaces an **owned auto**, it will have the same coverage as the **owned auto** replaced; or
- (2) if such newly acquired **motor vehicle** does not replace an **owned auto**, it will have the broadest coverage **we** currently provide for any of the **covered autos** appearing in the Declarations.

When such coverage applies to a newly acquired **motor vehicle**, any necessary premium adjustment shall be made as of the date of the **motor vehicle's** acquisition.

(b) **You** must provide **us** with sufficient description of the newly acquired **motor vehicle** so that the premiums can be determined. Upon request, **you** must provide **us** with written documentation detailing all of the **motor vehicles** owned by all residents in **your** household, including bill of sale, certificate of title, copies of state registration and proof of insurance. Upon request, **you** must also provide **us** with written proof as to the date of acquisition of the newly acquired **motor vehicle**, including the bill of sale, certificate of title, cancelled checks, invoices, receipts, contracts, sales agreements, and other records. Further, **you** shall submit to examination under oath by any person **we** name, as often as may reasonably be required.

4. Misrepresentation

- (a) If, at any time, during the first policy period, or 1 year; whichever is less; **we** become aware of a misrepresentation that would have made the risk ineligible or resulted in a higher premium charge, the policy will be rescinded and annulled.
- (b) If, at anytime, **we** become aware of a misrepresentation which would have made the risk ineligible or resulted in a higher premium charge, **we** reserve the right to retroactively endorse **your** policy to the correct premium charge. In the event that **we** exercise that right, **you** will be liable for the total premium amount charged for **your** coverage, which shall include any additional premium amounts **you** would have been charged for that coverage had such misrepresentations not been made. In addition, a two-hundred percent (200%) surcharge, based on the total premium amount **you** would have been charged for **your** coverage had such misrepresentation not been made, will be assessed against **your** policy. However, the amount surcharged shall not exceed the claim amount, in the event that such claim is the reason **we** become aware of the misrepresentation. The total premium amount charged will be calculated based on the earlier of (1) the inception date of **your** policy, or (2) the date the misrepresentation occurred during the policy period. Nothing in this Condition shall preclude **us** from exercising or pursuing any other right or remedy available under Illinois law.

5. Cancellation or Non-renewal of this Policy

(a) By **you**:

You may cancel this policy by surrendering it to **us** or to any of **our** authorized agents, or by mailing advance written notice to **us** stating when the cancellation is to be effective. If **you** cancel this policy, the premium refunded shall be computed on a pro rata basis.

(b) By **us**:

- (1) all notices of cancellation (except for non-payment of premiums) must be mailed at least 30 days, (60 days if policy has been in effect for at least 5 consecutive years), prior to the effective date of cancellation. Where cancellation is for non-payment of premium, at least 10 days' notice of cancellation shall be given except as enumerate in Section 143.14(c) of the Illinois Insurance Code. **We** shall not exercise **our** right to cancel this policy after it has been in effect for 60 days except for the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured violated any of the terms and conditions of the policy;
 - d. The named insured failed to disclose fully his motor vehicle accidents and moving traffic violations for the preceding 36 months if called for in the application;
 - e. Any insured made a false or fraudulent claim of knowingly aided or abetted another in the presentation of such a claim;
 - f. The named insured or any other operator who either resides in the same household or customarily operates an automobile insured under such policy:
 - i. has, within the 12 months prior to the notice of cancellation, had his driver's license under suspension or revocation;
 - ii. is or becomes subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle safely; has an accident record, conviction record (criminal or traffic), physical, or mental condition which is such that his operation of an automobile might endanger the public safety;
 - iii. has, within the 36 months prior to the notice of cancellation, been addicted to the use of narcotics or other drugs; or
 - iv. has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation, for any felony, criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle, operating a motor vehicle while in an intoxicated condition or while under the influence of drugs, being intoxicated while in, or about, an automobile or while having custody of an automobile, leaving the scene of an accident without stopping to report, theft or unlawful taking of a motor vehicle, making false statements in an application for an operator's or chauffeur's license or has been convicted or forfeited bail for 3 or more violations within the 12 months immediately preceding the notice of cancellation, of any law, ordinance, or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations

were repetitions of the same offense of different offenses;

- g. The insured automobile is:
- i. so mechanically defective that its operation might endanger public safety;
 - ii. used in carrying passengers for hire or compensation (the use of an automobile for a car pool shall not be considered use of an automobile for hire or compensation);
 - iii. used in the business of transportation of flammables or explosives;
 - iv. an authorized emergency vehicle;
 - v. changed in shape or condition during the policy period so as to increase the risk substantially; or
- (2) If **we** cancel, **we** will calculate the premium refunded on a pro rata basis. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (3) **We** shall offer to renew any policy of insurance unless **we** mail to **you** at least 30 days' advance notice of **our** intention not to renew. In all such notices that **we** shall specify the reasons for non-renewal. If **we** fail to provide the notice required to either renew or non-renew **your** policy, the insurance provided by this policy will cease on the effective date of any similar insurance obtained on an **owned auto**. **Your** policy will non-renew and the aforementioned notice requirements do not apply if **we** have manifested **our** willingness to renew directly to **you** and **you** fail to make the necessary payment before the due date.
- (4) The notice of cancellation or non-renewal of this policy shall be effective upon **our** mailing of it to **you** at the last mailing address known by **us**. Proof of mailing of aforesaid notices shall be sufficient proof of notice. The time of surrender or the effective date and time of cancellation stated in the notice shall become the end of the policy period. Renewal of a policy does not constitute a waiver or estoppel with respect to grounds for cancellation that existed before the effective date of such renewal.

6. No Benefits to Bailee

The insurance afforded by this policy shall not directly or indirectly benefit any insurer or other bailee for hire liable for loss to the **insured auto**.

7. Premium Payment

- (a) If **your** initial or renewal premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored by upon presentment to the bank or other financial institution. If the check draft or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft or remittance had been honored upon presentment to the bank or other financial institution.
- (b) If installment or endorsement premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored by upon presentment to the bank or other financial institution. If the check draft or remittance is not honored upon presentment, this policy may, at **our** option, be returned to the policy status at the time the payment was posted to the policy. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft or remittance had been honored upon presentment to the bank or other financial institution.
- (c) A charge may be added to **your** account if:
- (1) any check, draft or any remittance other than cash is not honored by the bank or financial institution for any full or partial payment of premium; or
- your** premium payment is received after the due date but prior to cancellation.

8. Notice to Us of Loss or Accident

The following address may be used for any notice to **us** described below:

First Chicago Insurance Company
Claims Department
P.O. Box 389508
Chicago, IL 60638-9508

- (a) As soon as practicable, **you** or **your** legal representative shall provide notice to **us** of any loss or **accident** involving an **insured person** or **insured auto** with respect to which this policy may apply, but in no case later than 30 days.
- (b) As soon as practicable, **you** shall submit a report in writing and shall identify all **insured persons** and/or **insured autos** involved in such loss or **accident** and all reasonably obtainable information with respect to time, place, circumstances, persons and entities involved, including the names and addresses of available witnesses.
- (c) The **insured person** shall immediately forward to **us** every demand, notice, summons or legal paper that the **insured person** or his/her representative receives together with the **insured person's** current residential address and current residential telephone number. All such reports and documents shall be delivered to **us**.
- (d) In the event an **insured person** or **insured auto** is involved in an incident with a **hit-and-run motor vehicle**, and **insured person** shall report the incident to the police department with jurisdiction over the place where the incident took place within 24 hours of when the incident occurred. The **insured person** shall report the incident to **us** within 30 days of the date of the incident.
- (e) In the event of a theft loss to or from an **insured auto**, an **insured person** or his/her representative shall report the theft, within 24 hours of becoming aware of the theft, to the police department with jurisdiction over the place where the theft occurred.

We have no obligation to provide coverage under this policy unless there has been full compliance with the above conditions. Moreover, **we** are not obligated to pay, and shall not pay, any sum that the **insured person** will be legally obligated to pay as a result of lawsuit unless **we** receive actual notice of the suit before any judgment has been entered.

9. Assistance and Cooperation of an Insured Person

- (a) All **insured persons** shall:
- (1) cooperate with **us** and the selected attorneys and, upon our, or the selected attorneys' request, attend any legal proceedings as often as reasonably required, including but not limited to mediation, arbitration, hearings, depositions and trials. The request to attend such legal proceedings need be made one time and at the **insured person's** last known address;
 - (2) assist in making settlements, providing documentation for the verification of loss of wages, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of any legal proceedings in connection with the subject matter of this insurance;
 - (3) notify **us** or the selected attorneys in writing of their new residential address or new residential telephone number within 14 days of any change.
- (b) After notice of claim of a claim under part of this policy, **we** may require an **insured person's** right to recover damages from any person or organization alleged to be legally responsible for the damages; and in any action in which **we** or the **insured person** are named as a party, **we** may require that **insured person** to add or pursue another party in litigation;
- (c) in the event of an **accident** with a **hit-and-run motor vehicle**, the **insured person** shall allow **us** to inspect, prior to any repair, the **motor vehicle** which the

insured person was occupying at the time of the **accident**.

We have no obligation to provide coverage under this policy unless there has been full compliance with the above conditions.

10. **Insured Person's Duties in the Event of a Loss to an Insured Auto Part VI.**

The **insured person** shall:

- (a) protect and preserve the **motor vehicle** and its **equipment** from further loss. Further loss incurred as a result of the **insured's person** failure to do so shall not be recoverable under this policy. **We** will reimburse the **insured person** for reasonable additional expenses that the **insured person** incurs in affording such protection to the **insured auto**; and
- (b) file with **us**, no more than 90 days after loss, **his** or **her** sworn proof of loss in such form and including such information as **we** may reasonably require and shall, when **we** request, exhibit the damaged property and submit to examination under oath; and
- (c) refrain from authorizing or permitting repair of any kind to the **insured auto** or disposal of the **insured auto** without the consent of **our** Claims Department.

We have no obligation to provide coverage under this policy unless there has been full compliance with the above conditions.

11. **False Statements and Omissions**

We shall not make payment or provide any other benefits for any claim, loss or suit to which this policy may otherwise apply if any attestations or statements by an **insured person** made to **us**, the selected attorneys or **our** representatives, regarding said claim, loss or suit, are false or fraudulent in nature or the **insured person** fails to disclose information relevant to any claim or suit.

12. **Duties of the Insured Person**

Parts II and III. The **insured person**, or any other person making a claim shall:

- (a) provide written proof:
 - (1) of involvement in an **accident** (including police reports);
 - (2) that the adverse driver's vehicle was an **uninsured motor vehicle** or an **underinsured motor vehicle**;
 - (3) of the nature, extent and duration of the injuries and treatment received;
 - (4) of all other details pertaining to the amount of the claim (including employment and other tax records);
 - (5) of the identity of all lienholders;
- (b) provide all relevant information on all other insurance coverage applicable to the loss;
- (c) the **insured person** or, in the event of **his** or **her** death or incapacity, the **insured person's** legal representative, shall execute any authorizations to enable **us** to obtain all medical, wage and employment records;
- (d) the **insured person** shall submit to physical examinations by physicians **we** select whenever **we** reasonable request.

Part IV. The **insured person**, or any other person making a claim, shall:

- (a) provide written proof:
 - (1) of involvement in an **accident** (including police reports);
 - (2) of the nature, extent and duration of the injuries and treatment received; and
 - (3) of the identity of all lienholders;
- (b) assign and consent to the direct payments to the medical provider or facility for medical expenses eligible for payment under this coverage. Payment under this coverage shall reduce the total amount payable hereunder for such injury and shall not constitute an admission of liability by **us** or any other person.

13. **Appraisal of Damage to the Insured Auto**

Part VI. If **we** and the **insured person** fail to agree as to the amount of loss excluding labor rates, either party may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event, each party must select a competent appraiser, and the appraiser shall select a competent and disinterested umpire. The appraisers shall determine separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **insured person** and **we** must each pay their own chosen appraiser and shall pay equally the other expenses of the appraisal and umpire.

14. **Assignment and Transfer of Insurable Interest**

Assignment of interest under this policy shall not bind **us** until **our** written consent is obtained. If, however, **you** die, this policy shall cover:

- (a) the surviving spouse, or party to a civil union recognized under Illinois law if a resident of the same household; and
- (b) **your** legal representative as "Named Insured" but only while acting within the scope of his or her duties as such.

This coverage will continue through the end of the policy period.

15. **Two or More Owned Autos**

Part I, IV and V. When two or more **owned autos** are insured under this policy, the terms of the policy shall appear separately to each, but a **motor vehicle** and **trailer** attached to such **motor vehicle** shall be held to be one **motor vehicle** as respects limits of liability under Part I of this policy.

16. **Payment and Loss Amount**

Any amount due is payable to:

- (a) the **insured person**; or
- (b) the **insured's person** parent or guardian if the **insured person** is a minor; or
- (c) the surviving spouse or party to a civil union recognized under Illinois law if the **insured person** is deceased, or
- (d) a person authorized by law to receive such payment or to a person legally entitled to recover the damages that the payment represents.

We may, at **our** option, pay any amount due in accordance with provision (d) above.

We may settle any claim for loss either with the **insured person** or the owner of the property.

17. Subrogation/Our Right to Recovery

We shall be subrogated, to the extent of payment, to the proceeds of any settlement or judgment that results from the exercise of any right of recovery against any third or first-party person or organization by an **insured person** or any other person who received payment under this policy. In the event that **we** are unable to exercise **our** subrogation rights, **we** shall exercise **our** Right of Recovery against any amounts received by the **insured person** or any other person who received payment under this policy in settlement or judgment.

18. Trust Agreement

Pursuant to the exercise of **our** rights in Condition 16, the person receiving payment under this policy shall:

- (a) hold in trust for **our** benefit all rights of recovery that he or she shall have against such other person or organization because of the damages that are the subject of claim made under these Parts; and
- (b) do whatever is proper to secure, and shall do nothing after the loss, to prejudice **our** rights; and
- (c) upon **our** written request, take such action as may be necessary through any representative **we** designate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person. In the event of recovery, **we** shall be reimbursed out of such recovery for expenses, cost of attorneys' fees incurred by **us**; and
- (d) execute and deliver to **us** such instruments and papers as may be appropriate to secure the rights and obligations of such person and **us** established by this provision.

19. Legal Actions/Time Limitations

Part I. No action will lie against **us** unless the **insured person** has first complied with all the terms of this policy, nor until the amount of damages an **insured person** is legally liable to pay has been determined either by judgment against the **insured person** after actual trial or by written agreement of the **insured person**, the claimant and **us**. Any lawsuit shall be filed within one year after the date of loss or damage. However, this one-year period is tolled from the date proof is filed until the day the claim is denied in whole or in part. No person or organization has any right under this policy to join **us** as a party to any action against an **insured person** to determine his or her liability, nor will **we** be impleaded by an **insured person's** or the **insured person's** legal representative. Bankruptcy or insolvency of the **insured person** does not release **us** from **our** obligations under this policy.

Part II and IV. No action will lie against **us** unless there has first been full compliance with all of the terms of this policy and such action is commenced within two years after the **accident**. However, this two year period is tolled from the date proof is filed until the day the claim is denied in whole or in part.

Part III. No action will lie against **us** unless such action is commenced within two years from the date that the person claiming under this Part first provides **us** 30 days' advance written notice of potential settlement, to be entered into with or on behalf of the person at fault in the **accident**.

Part VI. No action shall lie against **us** unless;

- (a) there has been full compliance with the terms of this policy;
- (b) at least 30 days have expired since the filing of a proof of loss;
- (c) the amount of the loss has been determined as provided in this policy; and
- (d) the lawsuit must be filed within one year after the date of loss or damage. However, this one-year period is tolled from the date proof is filed until the day the claim is denied in whole or in part.

20. Modifications

This policy cannot be modified except by written endorsement which is attached hereto and made part of this policy. Only **we** have the authority to waive or modify any term or condition of this policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or stop **us** from asserting any rights under the terms of this policy. If **we** decide not to insist on an **insured person's** compliance with any provision of this policy at any time or times, or under any circumstances, such decision shall not operate to waive, modify or void such provision or render it unenforceable in anyway.

21. Terms Conform to Statute or Regulation

Any term, clause or provision of this policy which is in conflict with statute, regulation or public policy of the state where the policy is issued is amended to conform to such statute, regulation, or public policy. If any term, clause or provision herein, or part thereof, is found by a court of competent jurisdiction to violate or conflict with a statute, regulation or public policy of the State of Illinois, only that term, clause or provision, or part thereof, which violates or conflicts with the statute, regulation or public policy shall be amended to comport accordingly, and the remaining terms and conditions of this policy shall remain in full force and effect.

22. Choice of Law

The laws of the State of Illinois govern the interpretation of this policy and the respective rights and obligations of the parties hereto. Further, this policy does not comply with (a) Financial Responsibility Law other than Illinois or (b) any other state's statutory requirements for No-Fault Coverages.

23. Out of State Coverage

This policy does not provide personal injury protection (PIP) coverage, or any other similar coverage or benefits payable without regard to fault mandated under the law of any state, regardless of where an **accident** occurs or the domicile of any person involved in an **accident**. No consideration has been given to provide coverage for PIP benefits or any similar coverage.

24. Loss Payee Clause

Loss or damage under this policy shall be paid, as interest may appear, to you or the loss payee shown in the Declarations or in the subsequent endorsement. Any and all defenses which **we** are able to assert against the insured shall be effective as to the loss payee and shall operate to invalidate the loss payee's interest under this policy.

We reserve the right to cancel or non-renew the policy as permitted by policy terms and any cancellation or non-renewal of this policy shall contemporaneously terminate this agreement as to any and all interest the loss payee may possess under this policy. **We** will give the same advance notice of cancellation or non-renewal to the loss payee as **we** give to the named insured shown in the Declarations.

When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's right of recovery. Nothing herein shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy, except as otherwise stated.

25. Complaints and Grievances

- (a) **You** are encouraged to send written complaints or grievances first to **us** for a formal response. Mail them to:
First Chicago Insurance Company

Dispute Resolution Unit
P.O. Box 389508
Chicago, IL 60638-9508

- (b) If **you** wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767