



ILLINOIS PERSONAL CAR POLICY

Underwritten by: InsureMax Insurance Company
(a stock company)
P.O. Box 723128
Atlanta, GA 31139

In the event of an accident, we must be notified so please call:
1-888-580-8134

All other calls:
1-888-952-2902

Notice about consumer questions or complaints:

This is to advise you that if questions or complaints arise about this insurance, please contact us by using our phone number shown above. If we cannot resolve the issue, you may also contact the Illinois Department of Insurance. You may file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago and in Springfield at the following addresses:

Illinois Department of Insurance, Consumer Division
115 South LaSalle Street, 13th Floor
Chicago, Illinois 60603

Illinois Department of Insurance, Consumer Division
320 W. Washington St., 4th Floor
Springfield, IL 62767

DOI.Complaints@illinois.gov
doi.illinois.gov/consumers/file-a-complaint
<https://doihelpcenter.illinois.gov/>

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NAMED DRIVER – NON-OWNED VEHICLE COVERAGE
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Please read **your** Personal Car Policy. It is a binding legal contract between **you** and **us**. The **Application** and **Declarations Page**, and any endorsements issued by **us**, are part of the contract formed by this policy as if all are physically attached together. This applies whether the form is issued on paper or electronically. This policy describes which **cars** and **persons** have coverage, and which vehicles and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

IMPORTANT: Coverage does not apply under this policy for any **person** who does not comply with all:

1. Notice requirements;
2. Duties; and
3. Policy terms.

Anyone insured under this policy must comply with the policy requirements before coverage applies. Failure to comply may result in a claim or coverage denial.

The last day of any time period required by this policy to make a payment, perform a duty or give notice, may be any day of the year, including a Saturday, Sunday or public holiday.

INSURING AGREEMENT

If **your** premium is paid when due, **we** agree to insure **you**, subject to the terms of this policy, for the coverage shown on the **Declarations Page**, up to the limits of liability.

If **you** make **your** initial payment by check, credit card, ACH or any other non-cash method of payment **we** accept, coverage under this policy is conditioned upon that initial payment being honored when first presented for payment to **your** bank or financial institution.

DEFINITIONS

When shown in this policy in **bold** print, the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **"Accident"** means an unexpected and unintended event that causes **bodily injury, property damage** or **loss**, which arises out of the ownership, maintenance, or use of a motor vehicle designed for use on public roads.
2. **"Application"** means the form(s) provided by **us** to collect the information upon which **we** rely to decide to issue this policy and determine the proper premium to charge for the risk to be insured, whether such forms are

hardcopy or electronic, or part in hardcopy and part electronic. This includes any supplemental application and forms used to elect, select and reject coverage, limits and deductibles, other forms provided by **us** to record this information, and responses to **our** requests for additional information.

3. **"Auto business"** means motor vehicle **business** operations, including but not limited to:
 - a. Selling;
 - b. Leasing;
 - c. Transporting;
 - d. Delivering;
 - e. Repairing;
 - f. Servicing;
 - g. Road testing;
 - h. Cleaning;
 - i. Parking;
 - j. Storing;
 - k. Renting; or
 - l. Towing;any motor vehicles.
4. **"Bodily injury"** means bodily harm to a **person** and sickness, disease or death that result from that bodily harm. **"Bodily injury"** does not include:
 - a. Harm caused by discharge of a firearm or other use of any weapon;
 - b. Becoming pregnant; or
 - c. A sexually communicable disease.
5. **"Business"** means:
 - a. A job, trade, employment, profession or occupation; or
 - b. Any commercial or for-profit activity of any kind;whether full-time or part-time.
6. **"Car"** means a motorized passenger type vehicle that is a sedan, passenger van, sport utility vehicle or pick-up truck, of a kind required to be registered under the **state** motor vehicle laws for use on the public roads, that has 4 wheels and has a gross vehicle weight rating of 12,000 pounds or less (as determined by the manufacturer). **"Car"** does not include any:
 - a. Motorcycle, dirt bike, tryke, quad vehicle, side-by-side or all-terrain vehicle (ATV);
 - b. Golf cart or go-cart;
 - c. Tractor or any farm type machines;
 - d. Vehicle designed and used primarily as an off-road vehicle;
 - e. Step-van or vans with cabs separate from the cargo area;
 - f. Parcel delivery vans and cargo cutaway vans;
 - g. Vehicles operated on rails or crawler treads;
 - h. Vehicles with capacity for twelve (12) or more **persons**;
 - i. Recreational vehicle; or
 - j. Vehicle of any type while used or while parked for use:
 - (1) As a residence, dwelling, living space or premises; or
 - (2) For office, store or display purposes.

7. **"Child restraint system"** means, when in use by a child in a **car** during an **accident** or crash to which coverage under this policy applies, any device that meets the standards of the United States Department of Transportation and that is designed to restrain, seat or position a child in a **car**; including a booster seat.
8. **"Civil union partner"** means a **person** who:
 - a. **Resides** in the **named insured's** household; and
 - b. Is recognized under state law as a civil union partner of the **named insured**.

If the **"named insured"** shown on the **Declarations Page** is not a **person**, no one will be a **civil union partner** under the terms of this policy.
9. **"Control"** means the direct and immediate pre-**accident** or pre-**loss** care and custody of the **insured car**.
10. **"Declarations Page"** means the document from **us** with respect to this policy, listing:
 - a. The types of coverage **you** have elected;
 - b. The limits, deductibles and other Policy options that apply;
 - c. The cost for each coverage;
 - d. The listed **cars** covered by this policy;
 - e. The coverage **you** bought for each **car**; and
 - f. Other information that applies to this policy.
11. **"Delivery"** means to be engaged in the activity of transporting, delivering or picking up **persons**, property, products, materials or goods for compensation or a fee in the course of any **business**, including going to a pick-up and returning from a drop-off. **"Delivery"** includes but is not limited to delivery of magazines, newspapers, food, and any other products.
12. **"Diminution in value"** means and includes, but is not limited to, the perceived or actual decrease in market or resale value of property due to or because of:
 - a. An **accident** or loss;
 - b. Repairs or replaced parts; and/or
 - c. Alleged or real stigma or taint related or due to any **accident**, loss, repair or replaced parts.
13. **"Driver's license"** means a valid and current certificate, permit or license issued by a **state** or governmental agency, authorizing a **person** to operate a motor vehicle.
14. **"Failure to pay premium"** means nonpayment, when due, of any premium or other payment due. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this policy.
15. **"Household"** means the address where **you reside** that is shown on the **Declarations Page**.
16. **"Insured car"** means:
 - a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:

- (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 30 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 30 days.
 - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
 - (3) The replacement **car** must be acceptable per **our** filed underwriting guidelines and any additional premium due for that **car** must be paid when due.
- c. Any additional **car** that is not a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars owned** by **you** and **you** give **us** notice within 30 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** if **you** do not notify **us** within 30 days of acquiring that **car**. No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car** and these conditions have been met. The additional **car** must be acceptable per **our** filed underwriting guidelines and any additional premium due for that **car** must be paid when due.
- A **car** is no longer an **"insured car"** if:
- a. The **car** is sold, assigned or gifted to another **person** or party who is not **you** or a **relative**;
 - b. Possession or title is permanently transferred to another **person** who is not **you** or a **relative**; or
 - c. **You** have asked **us** to remove it from this Policy.
17. **"Loss"** means direct and sudden loss of, or physical damage to, an **insured car** caused by an **accident**. **"Loss"** includes theft or larceny for Part IV. **"Loss"** does not mean or include any **diminution in value**. This definition does not apply in Part V.
 18. **"Minimum limits"** means the minimum amount of liability insurance required for personal use of a **car** under the motor vehicle financial responsibility and/or insurance laws of the state in which **you reside**, as shown in **our** records. That minimum limit amount is the per person/per accident or crash limits for **bodily injury** and/or property damage required by such laws on the date of the **accident** (also called "split limits").
 19. **"Named insured"** means the **person** or **persons** shown as the policyholder on the **Declarations Page**. If the **named insured** is not a living **person**, then there is no coverage under this Policy for any **relative**, spouse or **civil union partner** of the **named insured**.
 20. **"Non-owned car"** means any **car**, other than an **insured car**, that is not **owned** by or furnished or available for regular or frequent use by **you**, any **resident** of **your household** or **your** non-resident spouse or **civil union partner**. **"Non-owned car"** does not include any **car** rented for more than 30 consecutive days.

21. **"Nuclear exposure"** means and includes any type of contact or exposure to any nuclear: element, event, reaction, radiation or radioactive contamination, no matter how caused, and any event to which a nuclear energy liability insurance policy could apply.
22. **"Occupying"** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
23. **"Owns"** and **"Owned"** means to:
- Hold legal title to the **car**;
 - Have legal possession of the **car** subject to a written conditional sales agreement; or
 - Have legal possession of the **car** under a lease agreement of more than 30 days.
24. **"Owner"** means the **person** or entity who:
- Holds legal title to the **car**;
 - Has legal possession of the **car** subject to a written conditional sales agreement; or
 - Has legal possession of the **car** under a lease agreement of more than 30 days.
25. **"Person"** means a natural, living human being and not a corporation, partnership, association or **business** name.
26. **"Property damage"** means physical damage to, or destruction or loss of use of tangible property. This includes damage to a **child restraint system** when in use by a child in a **car** during an **accident** or crash to which coverage under this policy applies.
27. **"Punitive damages"** means damages that may be imposed to:
- Punish or deter wrongful, malicious or unlawful conduct;
 - Deter wrongful, malicious or unlawful conduct; or
 - Fine, penalize or impose a statutory penalty;
- other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. **"Punitive damages"** include, but are not limited to, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages, and any attorney fees, other fees and interest awarded because of such damages.
28. **"Racing"** means:
- Preparing or participating in any pre-arranged, planned or organized race, speed, demolition, stunt, or timed contest or activity; or
 - Operating a motor vehicle on a track or course designed or used for speed or racing contests, demonstration or high performance driving, or advanced skilled type driver training; or
 - Operating a motor vehicle in any competition, demonstration, sport rally or exhibition activity.
29. **"Regular operator"** is any **person** not listed on the **Declarations Page** who has or had care, custody or **control** of the **insured car** for more than twenty-four (24) hours at any time during the policy term as shown on the **Declarations Page**. The twenty-four (24) hours may be consecutive or cumulative.
30. **"Relative"** means:
- A **person** who primarily **resides** in **your household** and is related to **you** by blood or lawful marriage, civil union or adoption;
 - Your** ward or foster child who primarily **resides** with **you**.
- If the **"named insured"** shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
31. **"Reside"**, **"resides"** and **"residing"** mean to dwell permanently, as the **person's** primary and legal domicile.
32. **"Resident"** and **"residents"** mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
33. **"State"** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
34. **"Transportation network company"** and **"TNC"** mean any entity (including, but not limited to, a corporation, limited liability company, partnership or sole proprietor) that provides prearranged transportation or ride-sharing type services for-profit or compensation using an online-enabled or digital application, software, website, system or platform to connect a rider with a TNC driver who provides prearranged rides to the between destination points chosen by the rider.
35. **"We"**, **"Us"** and **"Our"** mean the Company providing this insurance, as shown on the **Declarations Page**.
36. **"You"** and **"your"** mean the **"named insured"** shown on the **Declarations Page**, and the spouse or **civil union partner** of that **named insured** if **residing** in the **household** of the **named insured** at the time of the **accident** or **loss**.

PART I - LIABILITY TO OTHERS

Insuring Agreement

Subject to the limits of liability and all policy terms, if **you** paid the premium for coverage for Liability To Others, **we** will pay compensatory damages for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of a **car accident**. These compensatory damages do not include **punitive damages**.

We have the right to investigate, negotiate, and settle any claim covered under Part I as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under this Part I as **we** deem proper. This may include attorneys hired and paid for by **us**.

In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for damages under this coverage has been paid to any **person**, party or entity entitled to payment, or deposited with a court of law. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this Policy. However, if a lawsuit alleges both compensatory damages and **punitive damages** against an **insured person** for acts alleged to be potentially covered under this Part I, **we** will provide a defense to that lawsuit subject to:

1. **We** have no duty to pay for any **punitive damages**; and
2. **We** reserve all rights to deny coverage for **punitive damages** if **we** defend an **insured person** against any such claims.

Liability Coverage is provided by this Policy as required by the Compulsory Insurance Law or Financial Responsibility Law of the **state** in which the first **named insured resides** at the time this policy is issued.

Additional Definition for Part I Only

As used in Part I:

"**Insured person**" or "**insured persons**" means:

1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner**.
3. Any other **person** using an **insured car** with **your** express or implied permission.
4. Any other **person** listed as a driver on the **Declarations Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declarations Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
6. Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. An Additional Interest Insured shall not increase **our** limit of liability. Coverage for the Additional Interest insured is excess over any other valid

insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

An "**insured person**" does not include anyone using a motorized vehicle or device (other than an **insured car** for which Part I applies as shown on the **Declarations Page**) if that vehicle or device is:

1. **Owned** by;
2. Registered to; or
3. Furnished or available for the regular or frequent use of; **you** or a **relative**.

Additional Payments

When coverage applies under this Part I for damages that arise from an **accident**, **we** will also pay:

1. All expenses **we** incur in the settlement of any claim.
2. All expenses **we** incur in the defense of any lawsuit alleging claims against an **insured person** that may be covered by this policy.
3. When required in any suit **we** defend, the premiums or costs to purchase appeal bonds and attachment bonds with a face amount up to **our** limit of liability. **We** have no duty to:
 - a. Pay the premium for any bonds that are more than **our** limit of liability;
 - b. Apply for or furnish bonds; or
 - c. Pay any premium for any appeal bond after **we** have tendered or offered the policy limit in payment of that portion of any judgment that falls within **our** limit of liability.
4. Up to \$100 for a bail bond needed for an **insured person** due to an **accident** arising out of the use of an **insured car**. **We** have no duty to apply for or furnish bonds.
5. Other reasonable expenses, other than loss of earnings, incurred at **our** request.

These additional payments listed here-above are separate from, and do not reduce, the limit of liability for Liability To Others coverage shown on the **Declarations Page**.

Exclusions

Coverage for Liability to Others and **our** duty to defend do not apply to:

1. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle as a livery service, for **TNC** services or for **delivery**. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage** caused by:
 - a. An intentional act by, or at the direction of, an **insured person**, even if the **bodily injury** or **property damage** that results is not what was intended;

- b. A deliberate act by, or at the direction of, an **insured person** which any reasonable **person** would deem intended or calculated to cause **bodily injury** or **property damage**; or
- c. Physical or verbal assault, battery or road rage act by an **insured person**.
- 3. **Bodily injury** or **property damage** caused by any **person** using an **insured car** without **your** express or implied permission.
- 4. Use of a **non-owned car** by an **insured person** without the **owner's** permission or if being used outside of the scope of the **owner's** permission.
- 5. **Bodily injury** or **property damage** that arises out of, or is due to:
 - a. The ownership or use of a **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material;
 - b. **Nuclear exposure**;
 - c. Radioactive, pathogenic, poisonous, biological, toxic, or hazardous contamination or materials; or
 - d. War (declared or undeclared) or warlike action of any kind.
- 6. **Bodily injury** to an employee, employer or co-worker of any **insured person** that occurs in the course of employment, or to which insurance under any type of workers compensation or disability or similar law applies. Coverage does not apply to a domestic employee if benefits are payable or are required to be provided under any workers' compensation or other similar law.
- 7. **Bodily injury** or **property damage** that arises out of the ownership or use of an **insured car** when it is:
 - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
 - b. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - c. Sold to any **person** or entity other than **you** or a **relative**; or
 - d. Under a conditional sales agreement and is no longer in **your** possession.
- 8. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car** by an **insured person**, while in the course or scope of employment.
- 9. **Bodily injury** or **property damage** arising out of the operation of any traction engine, road roller, grater, tractor crane, power shovel, well driller, or implement of animal husbandry.
- 10. Any liability assumed by an **insured person** under any bailment, contract or agreement.
- 11. **Bodily injury** or **property damage** arising out of the use of any **car**, motor vehicle or trailer by any driver who is without a reasonable belief that he or she is entitled to do so. This exclusion does not apply to **you** or a **relative** as to the otherwise covered use of an **insured car**.
- 12. **Bodily injury** or **property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while **racing**.
- 13. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car**, which

- is **owned** by **you** or furnished or available for regular or frequent use by **you**, a **relative**, or any **insured persons**.
- 14. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured car** by any **person** who:
 - a. **Resides** in **your** household; or
 - b. Is a **regular operator** of the **insured car**; but is not listed as a driver on the policy prior to the **accident**.
- 15. **Bodily injury** or **property damage** for which the United States Government is liable under the Federal Tort Claim Act or similar law.
- 16. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of any motor vehicle by any **person** while engaged in any **business** activities. This exclusion does not apply: to **business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional business use premium for that use; or to the extent otherwise required by law.
- 17. **Property damage** to property:
 - a. Rented to;
 - b. Used by;
 - c. Transported by;
 - d. Owned by; or
 - e. In the care of;
 the **insured person**.
 This exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person**, **you** or a **relative**, that is rented by **you**.
- 18. **Bodily injury** or **property damage** that occurs while the **insured person** is committing a felony or attempting to elude law enforcement personnel. This does not apply to misdemeanor violations of the motor vehicle or traffic code, minor traffic offenses, or driving under the influence of drugs, alcohol or other intoxicating or impairing substances (DUIs).
- 19. **Punitive damages** of any kind. However, if a lawsuit alleges both compensatory damages and **punitive damages** against an **insured person** for acts alleged to be covered under this Part I, **we** will provide a defense to that lawsuit subject to:
 - a. **We** have no duty to pay for any **punitive damages**; and
 - b. **We** reserve **our** right to deny coverage for **punitive damages** if **we** defend an **insured person** against any such claims.
- 20. **Bodily injury** or **property damage** resulting from the operation of any **car** by a specifically named excluded driver.

If a court with proper jurisdiction finds an exclusion is invalid and cannot be enforced, that exclusion is revised so it will:

- 1. Not apply to the portion of damages that is less than or equal to the **minimum limits**; and
- 2. Apply and be enforced as to all other damages.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limits of liability shown on the **Declarations Page** due to any one **accident**. There will be no adding, stacking or combining of coverage afforded to more than one **car** or **insured person** under this Policy.

The limit for "each person" is the most **we** will pay due to **bodily injury** sustained by a **person** in an **accident**, and only the limit for "each **person**" will apply to the total of claims made due to that **bodily injury**, including any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. Loss of society;
 - b. Loss of companionship;
 - c. Loss of service or support;
 - d. Loss of consortium; and
 - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the most **we** will pay for **bodily injury** sustained by two or more **persons** in one **accident**.

The **property damage** liability limit for each occurrence is the most **we** will pay for any damage to property in one **accident**.

No one is entitled to duplicate payments under this coverage for the same element of damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or
3. Any other source.

The damages for **bodily injury** recoverable by a guest or passenger in an **insured car** shall be reduced by any payments made to that **person** under Medical Payments Coverage.

Our limit of liability will not be increased for an **accident** because a trailer is attached to an **insured car** or a **non-owned car** at the time of the **accident**.

Any payment to a **person** under this liability coverage shall be reduced by any payments to that **person** under Uninsured Motorist Coverage. However, this will not reduce coverage under this Part I to an amount less than the **minimum limits** if so required by law.

Out of State Insurance

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any territory of Canada, other than the one in which an **insured car** is principally garaged, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:
 - a. The required minimum amounts and types of coverage; or
 - b. The limits of liability under this policy.

Other Insurance

If other motor vehicle liability insurance applies to an **accident** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits with the same priority. However, any insurance **we** provide for a **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond.

If this Part I covers the use a **non-owned car** by an **insured person** and **we** are required by applicable law to provide that coverage on a primary basis because the **non-owned car** is **owned** by a motor vehicle dealer and provided for use as a temporary substitute **car**, **we** will comply with that law with this coverage but only up to the **minimum limits** required.

We have no duty to defend any **owner** of any **non-owned car**.

Nothing in this Other Insurance clause implies or creates coverage that does not otherwise exist under this policy or which is limited by any other policy provisions.

Financial Responsibility Laws

When **we** certify this policy as proof of future financial responsibility, this policy will comply with the minimum financial responsibility laws, as amended, to the extent required by law for **bodily injury** and **property damage**. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for it being certified.

PART II – MEDICAL PAYMENTS

Insuring Agreement

Subject to the limits of liability and all policy terms, if **you** paid the premium for Medical Payments Coverage when due, **we** will pay the **usual and customary charge** for reasonable and necessary medical and funeral services because of **bodily injury**:

1. Caused by an **accident**; and
2. Sustained by an **insured person** while operating or **occupying** an **insured car**.

Additional Terms for Part II

Medical Payments Coverage is subject to the following:

1. Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**. If the **insured person** is sued for payment of any medical expense that **we** have refused to pay because:
 - a. The fee is unreasonable or exceeds the **usual and customary charge**; or
 - b. The service is unnecessary;**we** will defend the **insured person** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured person** up to **our** limit of liability. However, **we** have no duty to defend the insured if **we** deny an expense charged because it was not caused by a covered **accident**.
2. **We** will pay only for expenses incurred within 3 years from the date of the **accident**.
3. **We** have the right to review medical expenses and records to determine if each expense is reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** may refuse to pay for any portion of a medical expense:
 - a. That is unreasonable because the fee for the service is greater than the fee that is the **usual and customary charge**.
 - b. When the service(s) rendered is:
 - (1) Not provided and prescribed by a United States state licensed medical or health care provider acting within the scope of that license;
 - (2) Unnecessary for the treatment of the **bodily injury**;
 - (3) For the treatment of a **bodily injury** that was not caused by the **accident**; or
 - (4) Treatment, services, procedures or products that are experimental or for research, or not commonly recognized in the medical profession in the U.S. as a customary treatment for the **bodily injury**.
 - c. Which the **insured person** is not directly and legally required to pay.
 - d. That has been paid by other sources.

- e. Which the **insured person** is not required to pay because that **person** is a member of a health maintenance organization (HMO) or uses a preferred provider organization (PPO) or similar cost reduction group.
5. **We** may use sources of information selected by **us** in accord with applicable law, and by using a **URO** if and when required, to determine if any medical expense is:
- a. Reasonable and necessary;
 - b. Caused by the **accident**; and
 - c. An amount that is the **usual and customary charge** or greater.
- These sources may include:
- a. Exams by doctors **we** select. **We** will pay for these exams;
 - b. Review of medical records and test results by **persons** and services selected by **us** (including using a **URO**);
 - c. Computerized programs for analysis of medical treatment and expenses;
 - d. Published sources of medical expense information;
 - e. State Fee Schedules; and
 - f. Federal Fee Schedules.

Additional Definitions for Part II Only

When shown in Part II in **bold** print, the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. “**Insured person**” means when **occupying** an **insured car**:
 - a. **You**.
 - b. Any **relative**.
 - c. Any **person** listed as a driver on the **Declarations Page**.
 - d. Any other **person occupying** or driving an **insured car** with **your** express or implied permission and within the scope of that permission.
2. “**Usual and customary charge**” means the amount that represents a customary charge for medical services in the geographic area in which the service is rendered.
3. “**Utilization Review Organization**” and “**URO**” means an organization, vendor, group or company registered with the Illinois Department of Insurance, and that is selected and/or hired by **us** to evaluate and determine whether the use of medical and health care services, procedures and facilities is necessary, reasonable, appropriate and efficient; and whether the cost or expense for any such service represents a **usual and customary charge**.

Exclusions

This coverage does not apply for **bodily injury** to any **person**:

1. While **occupying** an **insured car** when used as a livery service, for **TNC** services or for **delivery**.
2. While **occupying** any motor vehicle while used as a residence.

3. While **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** or occupation of an **insured person**.
4. During the course of employment if benefits are payable or must be provided under a Workers' Compensation Law or similar law.
5. Arising out of an **accident** involving any motor vehicle while being used by a **person** while employed or engaged in any **auto business**. This exclusion does not apply to **you** or a **relative** using an **insured car**.
6. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. **Nuclear exposure**;
 - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of these.
7. While **you** or anyone driving with **your** permission is using an **insured car** while committing a crime or fleeing any law enforcement personnel. This exclusion does not apply to misdemeanor violations of the motor vehicle or traffic code, minor traffic offenses, or driving under the influence of drugs, alcohol or other intoxicating or impairing substances (DUIs).
8. While operating or **occupying** any **car**, motor vehicle or trailer without a reasonable belief that he or she is entitled to do so. This exclusion does not apply to **you** or a **relative**, as to the otherwise covered operation or **occupancy** of an **insured car**.
9. While an **insured car** is used for **racing**.
10. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
11. While an **insured car** is:
 - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
 - b. Entrusted to another **person** or entity for the purpose of parking, subleasing, leasing, renting or selling and is no longer in **your** possession;
 - c. Sold to any **person** or entity other than **you** or a **relative**; or
 - d. Under a conditional sales agreement and is no longer in **your** possession.
12. Resulting from the ownership, maintenance, or use of any **insured car** by a **person** while engaged in any **business** activities. This exclusion applies to any use of a vehicle for any **business**, including but not limited to livery, **TNC** services or **delivery** services. This exclusion does not apply to:
 - a. **Business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid; or
 - b. Use of an **insured car** by **you** or a **relative** in an **auto business**.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page** for each **insured person** in any one covered **accident**. There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy.

Any amounts payable to an **insured person** under this Part II will be reduced by any amounts paid or payable for the same expense under any Liability to Others Coverage, Personal Injury Protection or Uninsured/Underinsured Motorist Coverage provided by this or any other policy or source of recovery.

Any payment **we** make under this coverage to an **insured person** shall be excess insurance over benefits paid or payable under the provisions of any disability benefits or similar law.

No payment will be made under this coverage unless the **insured person** or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that the **insured person** receives under any Liability to Others Coverage or Uninsured Motorist Coverage provided by this policy.

Other Insurance

If there is other applicable motor vehicle medical payments insurance on a loss covered by this Part, **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable medical payment insurance limits.

Any medical payments insurance **we** provide will be excess over any personal injury protection benefits under this or any other policy.

This "Other Insurance" section is subject to all other Policy terms. Nothing in this "Other Insurance" section creates, implies or expands any coverage that does not already exist under the terms of this Policy.

Assignment of Benefits

Payment for medical expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **insured person** to whom such benefits are payable.

If **we** pay benefits directly to a physician or other health care provider, as directed by the written assignment, **we** have no duty to pay those same benefits to the **insured person**.

PART III – UNINSURED MOTORISTS

Insuring Agreement - Uninsured Motorists Bodily Injury Coverage (UM BI)

Subject to the limits of liability and all policy terms, for the coverage under Part III purchased by **you** and shown on the **Declarations Page**, if the premium is paid when due, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **bodily injury**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**;

that arises out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Note: Because this Policy is a **minimum limits** only policy for bodily injury coverage under Part I and Part III, there is no Underinsured Motor Vehicle Coverage of any kind.

Insuring Agreement - Uninsured Motorists Property Damage Coverage (UM PD)

Subject to the limits of liability and all policy terms, for the UM PD coverage under Part III purchased and shown on the **Declarations Page**, if the premium is paid when due, **we** will pay compensatory damages that **you** or a **relative** are legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **property damage** caused by an **accident** that arises out of the ownership, maintenance or use of the **uninsured motor vehicle**. UM PD Coverage is available only for an **insured car** for which Collision Coverage has not been purchased.

For UM PD to apply as described here-above in this Insuring Agreement, that **property damage** must result from a **motor vehicle accident**:

1. That involves actual direct physical contact by and with that **uninsured motor vehicle**; and
2. For which the **owner** or operator of that **uninsured motor vehicle** is identified by the following information which **we** must be promptly given:

- a. The name and address of the **owner** of the at-fault **uninsured motor vehicle**;
- b. The registration number and description of the at-fault **uninsured motor vehicle**; and/or
- c. Any other facts to determine there is no **motor vehicle** property damage liability insurance that applies to the **owner** or operator of the at-fault **uninsured motor vehicle**.

If UM PD applies to an **accident**, **we** also will pay the reasonable cost to replace a **child restraint system** if it was in use by a child in the **insured car** and also damaged at the time of the **accident** caused by the **owner** or driver of the **uninsured motor vehicle**. A payment under Part III for the damaged **child restraint system** is separate from the UM PD limit of liability, and no deductible applies to that **child restraint system**.

Additional Terms for Part III

The following Additional Terms apply to this Part III:

1. The liability of the **owner** or operator of an **uninsured motor vehicle** must arise out of the ownership or use of an **uninsured motor vehicle**.
2. **We** will pay under this Part only:
 - a. After the limits of liability under all other applicable liability policies, bonds and/or other security have been fully or partially exhausted by payment; or
 - b. After an offer of settlement has been made to an **insured person** by the insurer of the **uninsured motor vehicle**, and **we** have been given:
 - (1) Not less than 30 days written notice of that offer to pay; and
 - (2) An opportunity to advance payment to the **insured person** in an amount equal to the offer settlement within 30 days after receipt of notice; or
 - c. If **we** and the **insured person** otherwise reach a written settlement agreement.
3. **We** are not bound by any judgment that arises out of a lawsuit with respect to:
 - a. The liability of an **owner** or operator of an **uninsured motor vehicle**; or
 - b. The amount of damages that result from an **accident**;if a lawsuit is brought without **our** written consent.
4. **We** are not bound by any settlement agreement entered into with the **owner** or **operator** of an **uninsured motor vehicle** that occurs without **our** written consent.
5. Any lawsuit or arbitration against **us** by an **insured person** must be brought within 2 years after the date of the **accident** or when the action otherwise accrues. The running of the period to bring a lawsuit or arbitration against **us** is subject to any applicable tolling of that period (when required by law). This includes tolling, when required by law, from the date proper and complete proof of loss (and all supporting documentation) is filed with **us** until the date the claim is denied, in whole or in part, by **us**.

Additional Definitions for Part III Only

When shown in Part III in **bold** print, the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **"Insured person"** means:
 - a. **You**.
 - b. A **relative**.
 - c. Any other **person** who uses or is **occupying** an **insured car** with **your** express or implied permission.

An **"insured person"** does not include anyone using a motorized vehicle or device (other than an **insured car** for which Part III applies as shown on the **Declarations Page**) if that vehicle or device is:

- a. **Owned** by;
 - b. Registered to; or
 - c. Furnished or available for the regular or frequent use of; **you** or a **relative**.
2. **"Motor vehicle"** means a self-propelled land motor vehicle designed for use on public roads and highways, and subject to motor vehicle registration laws.
 3. **"Property damage"** means physical damage to or destruction of an **insured car** shown on the **Declarations Page** with a premium paid for UM PD if and when that damage or destruction is caused by actual direct physical contact by and with an **uninsured motor vehicle** for which the **owner** or operator has been identified by the information required and listed under the UM PD Coverage Insuring Agreement of this Part III.

"Property damage" does not include:

 - a. Physical damage to or destruction of any other personal property (except a damaged **child restraint system** being used by a child in that **insured car** at the time of the **accident**);
 - b. Any loss of use; or
 - c. **Diminution in value**.
 4. **"Uninsured motor vehicle"** means a **motor vehicle** for which:
 - a. No liability bonds, policies or self-insurance apply at the time of the **accident**.
 - b. There is liability insurance, but the insurer has legally denied coverage under its policy.
 - c. There is liability insurance, but the insurer that issued the policy is or becomes insolvent.
 - d. The **owner** or operator cannot be identified (unless UM PD is being claimed), and that **motor vehicle**:
 - (1) Hits, with actual and direct physical contact, an **insured person**, a vehicle an **insured person** is **occupying**, or an **insured car**; and
 - (2) Causes **bodily injury** to that **insured person** and/or **property damage**.

For **property damage** under UM PD coverage, if purchased, the **owner** or operator of a hit-and-run **motor vehicle** must be identified by the information required and listed under the UM PD Coverage Insuring Agreement of this Part III.

"Uninsured motor vehicle" does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative**;
- b. **Owned** by the United States of America, Canada, a state, any other governmental entity, unit or agency;
- c. Operated on rails or crawler treads;
- d. Designed for use mainly off public roads, while not on public roads;
- e. Located for use as a residence or premises;
- f. **Owned** or operated by a self-insured under any applicable motor vehicle law, except a self-insured that is or becomes insolvent; or
- g. Insured under Part I of this policy (except if otherwise required by law for an **insured car**).

Exclusions

1. **We** do not provide any coverage for or related to any **bodily injury** or any **property damage** under this Part III for any **insured person**:
 - a. If that **person**, or that **person's** legal representative, settles the claim without **our** consent, and **our** right to recover payment from any liable party has been prejudiced by such act.
 - b. While **occupying your insured car** while it is being used for livery, **TNC** services or **delivery** services. This exclusion does not apply to a shared-expense car pool.
 - c. While operating any **motor vehicle** or motorized device being used to provide livery services, **TNC** services or **delivery** services.
 - d. While using or **occupying** any **motor vehicle owned** by, or furnished or available for the regular use of, **you** or a **relative**, if that vehicle is not an **insured car** under this policy.
 - e. Using or **occupying** a vehicle without the permission of the **owner**. This does not apply to the use of the **insured car** by **you** or a **relative**.
 - f. While using or **occupying** any vehicle while that **insured person** is committing a crime. This exclusion does not apply to misdemeanor violations of the motor vehicle or traffic code, minor traffic offenses, or driving under the influence of drugs, alcohol or other intoxicating or impairing substances (DUIs).
 - g. That results from any **nuclear exposure**.
 - h. For **punitive damages**.
 - i. While an **insured car** is rented, leased, sub-leased, or given by **you** or a **relative** to anyone in exchange for payment or any form of compensation or value or reimbursement.

- j. While an **insured car** is entrusted to another **person** or party for the purpose of subleasing, leasing, renting or selling and is no longer in the possession of **you** or a **relative**.
 - k. While operating or **occupying** any **car**, motor vehicle or trailer without a reasonable belief that he or she is entitled to do so. This exclusion does not apply to **you** or a **relative**, as to the otherwise covered operation or **occupancy** of an **insured car**.
2. **We** do not provide any UM PD coverage of any kind under this Part III for or due to:
- a. Any **property damage** while an **insured car** is used for any **racing**.
 - b. Any **property damage** while an **insured car** is used in an **auto business**.
 - c. Any **property damage** that arises out of the use, care, custody, or control of an **insured car** when it is sold to any entity or **person** other than **you** or a **relative**.
 - d. Any **property damage** that results from:
 - (1) A war or warlike action of any kind; or
 - (2) A bio-chemical attack or exposure to bio-chemical, pathogenic, poisonous, biological, or other toxic agents.
 - e. Any loss of use related to or for **property damage**.
 - f. **Diminution in value**.
 - g. Any **property damage** if the **owner** or driver of the **uninsured motor vehicle** cannot be identified by name, address and other verifiable information to identify that **person** and establish that no liability policy or bond applied at the time of the **accident**.
3. This Part III coverage shall not apply directly or indirectly to benefit any:
- a. Insurer or self insurer under any of the following or similar laws:
 - (1) Workers compensation law; or
 - (2) Disability benefits law;
 - b. Government entity, unit or agency; or
 - c. Insurer or self-insurer of property.

If a court with proper jurisdiction finds an exclusion invalid, that exclusion is revised to apply only to the portion of damages that exceeds **minimum limits**.

Limits of Liability

Without regard to the number of:

- 1. **Insured persons**;
- 2. **Cars** insured under this policy;
- 3. Separate premiums paid or shown on the **Declarations Page**;
- 4. Policies issued;
- 5. Claims made;
- 6. Vehicles involved;
- 7. Heirs or wrongful death beneficiaries involved; or
- 8. Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page**. There will be no adding, aggregating, stacking or combining of coverage afforded to more than one **car** under this policy.

The amount for UM BI shown on the **Declarations Page** for “each person” is the most **we** will pay for all covered damages due to **bodily injury** to one **person** in any one **accident**, and only the limit for “each person” will apply to the total of claims made for **bodily injury** and any and all claims:

- 1. Derived from such **bodily injury** including, but not limited to:
 - a. Loss of society;
 - b. Loss of companionship;
 - c. Loss of service or support;
 - d. Loss of consortium; and
 - e. Wrongful death.
- 2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

Subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all covered damages due to **bodily injury** sustained by two or more **persons** in any one **accident**.

The amount for UM PD shown on the **Declarations Page** is the most **we** will pay for all covered damages due to or for **property damage** in any one **accident**, and subject to:

- 1. **Our** payment for the **property damage** shall not exceed the lowest of:
 - a. The **actual cash value** of the **insured car** at the time of **loss**;
 - b. The amount necessary to repair the physical damage to the property to its pre-**loss** physical condition;
 - c. The amount necessary to replace the damaged property with property of like kind and quality; or
 - d. The applicable UM PD Limit of Liability shown on the **Declarations Page**.

For a covered total loss to the **insured car** covered by UM PD, **our** payment also will include applicable sales, use or occupation tax imposed and title and transfer fees, if and when required by and in accord with Illinois law.

- 2. **Our** payment will not include, and **you** are responsible for (when and as applicable):
 - a. The amount of any UM PD deductible that applies as shown on the **Declarations Page**. If no UM PD deductible is shown on the **Declarations Page**, then the statutory UM PD deductible of \$250 will apply per law (or any other amount as amended by law).
 - b. Betterment to any property that an **insured person** has failed to either repair or replace after a prior loss (i.e. prior unrepaired damage) or has failed to properly maintain.
- 3. If **you** or the **owner** of the **insured car** keep the salvage (if and when allowed by Illinois law), the amount **we** pay will be reduced by the salvage value.

4. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment.
5. If a windshield or glass is damaged in or on the **insured car** covered by UM PD, **you** may select an automobile glass repair or replacement facility or vendor of **your** choice, though **we** have no duty to cover or pay for amounts greater than the reasonable amounts covered and described in this policy.
6. Terms in Part IV under "Payment of Loss" and "Loss Payee and Lienholder's Rights" also apply for UM PD as if set forth here.

No one will be entitled to duplicate payments for the same elements of damages or **loss** under this policy or from any other source.

Any amount to be paid under this coverage, to or for an **insured person**, will reduce any amount that the **person** is entitled to recover under Part I - Liability To Others. However, this will not reduce coverage under Part I to an amount less than the **minimum limits** if so required by law.

Our limit of liability under this Part III shall be reduced by any amount paid or to be paid because of **bodily injury** and/or **property damage** (as applicable):

1. By or on behalf of any **persons** or organizations that may be legally responsible, including, but not limited to all sums paid under Part I of this policy;
2. Under Part II; and
3. Under any workers' compensation law, pension code, municipal ordinance, labor union fund, disability benefits law, or similar laws (but not to include federal Social Security disability benefits or nonoccupational disability benefits).

This shall not reduce the available amount to less than **minimum limits** if so required by law.

Other Insurance

When an **insured person** occupies any vehicle, other than **your insured car**, this insurance shall be excess over any other similar insurance, bonds or self-insurance available to the **insured person**. The insurance, bonds or self-insurance which applies to the occupied **motor vehicle** is primary.

If there is other applicable similar insurance, bonds or self-insurance with the same priority of payment available under more than one policy or provision for coverage on an **accident** covered by this Part, **we** will pay only **our** share of the damages. **Our** share is determined as the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

However, if more than one provision or policy of uninsured or underinsured motorist coverage, whether issued by **us** or any other insurer, applies to an

accident, then recovery for covered damages under all provisions or policies of coverage may equal, but not exceed, the highest applicable limit of liability for any one **car** or motor vehicle under any one provision or policy and subject to all policy terms.

This "Other Insurance" section is subject to all other Policy terms. Nothing in this "Other Insurance" section creates, implies or expands any coverage that does not already exist under the terms of this Policy.

Arbitration

Arbitration is not available for coverage disputes.

If agreement cannot be reached between the **insured person** and **us** on:

1. Whether that **insured person** is legally entitled to recover damages; and
2. The amount of damages which are recoverable by that **insured person**; from the **owner** or **operator** of an **uninsured motor vehicle**, then the dispute may be arbitrated.

In accord with Illinois insurance law 215 ILCS 5/143a (as amended), the following terms apply to arbitration if arbitration is demanded in a written notice by either the **insured person** or **us** (unless agreed otherwise in writing by the parties).

Each party (being the **insured person** and **us**) will select an impartial and qualified arbitrator. Those two arbitrators will select a third impartial and qualified arbitrator. If the arbitrators are not selected within 45 days from the written demand for arbitration, either party may request that the arbitration be submitted to the American Arbitration Association.

Alternatively, arbitration may be commenced initially by submitting it to the American Arbitration Association.

Arbitration will take place in the county in which the **insured person resides**.

Illinois insurance law, American Arbitration Association Rules and/or local circuit court rules apply for procedure and evidence in accord with Illinois law. Disputes as to procedure and evidence shall be subject to the authority of the arbitrators.

The arbitrators have no authority to:

1. Decide issues of coverage; or
2. Award any amount:
 - a. In excess of the limit of liability;
 - b. As **punitive damages**; or
 - c. As fees, costs or interest (unless directly for or related to the arbitration proceeding).

A decision agreed to by any 2 of the arbitrators will be binding on:

1. Whether the **insured person** is legally entitled to recover damages; and
2. The amount of those damages.

Except that, a decision by the arbitrators as to **bodily injury** caused by an **uninsured motor vehicle** shall be binding only if the amount of damages awarded by the arbitrators does not exceed the lesser of either:

1. The limits shown on the **Declarations Page** for Part III coverage; or
2. \$75,000 for **bodily injury** to any one **person**, or \$150,000 for **bodily injury** to 2 or more **persons** in any one **accident**.

If the amount of the award by the arbitrators for **bodily injury** caused by an **uninsured motor vehicle** exceeds the amounts set forth directly here-above, either party may demand the right to trial as follows:

1. The demand must be made within 60 days of the arbitrators' decision.
2. If the demand is not made within those 60 days, the amount of damages agreed to by any 2 of the arbitrators will be binding.

Unless there is a specific award of costs and fees directly for or related to the arbitration by the arbitrators, each party will pay the expenses it incurs, and share in paying the agreed expenses of the arbitration and arbitrator equally. If the arbitrators award reasonable arbitration costs, fees or expenses, **we** will pay only that portion of any such award that is necessary to prevent the amount available under Part III for payment of compensatory damages awarded by the arbitrators from being reduced to an amount less than **minimum limits**.

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement

Subject to the limits of liability and all policy terms, if the premium is paid for coverage under Part IV when due, **we** will pay for a **loss** described below to an **insured car** for which coverage has been purchased. **We** will pay for **loss** to an **insured car** caused by:

1. A comprehensive **loss**, other than collision, only if the **Declarations Page** shows that Other Than Collision coverage applies for that **insured car**.
2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

Loss caused by:

1. Missiles;
2. Falling or thrown objects;
3. Fire;
4. Theft or larceny;
5. Malicious mischief or vandalism;
6. Riot or civil commotion;

7. Explosion;
8. Earthquake;
9. Windstorm or hail;
10. Water or flood but not to include when **you**, a **relative**, or a **regular operator** drive any **car** into unsafe or unpassable flooded roadways or areas if that **car** or person is not otherwise in danger; or
11. Accidental glass breakage;

are comprehensive losses to be paid under Other Than Collision coverage.

Loss due to the hitting or being hit by an animal or bird will also be paid under Other Than Collision coverage, but only if there is proof that the **car** damage directly resulted from contact with that animal or bird. A comprehensive **loss** shall not include any **loss** covered as a collision.

Loss caused by an **insured car**:

1. Overturning, rolling, or flipping; or
2. Colliding with, or being hit by, another object;

are collision losses to be paid under Collision Coverage. A collision **loss** shall not include any **loss** covered as a comprehensive **loss**.

For the coverage purchased under this Part IV for an **insured car**, being Other Than Collision and/or Collision as shown on the **Declarations Page**, that same coverage purchased for an **insured car** will also apply for **loss** to a **temporary substitute car** (subject to all policy terms).

If Collision coverage applies to cover a **loss**, **we** also will pay the reasonable cost to replace a **child restraint system** if it was in use by a child in the **car** and damaged at the time of the covered collision **loss**. A payment under this Part IV for the damaged **child restraint system** is separate from the limit of liability under this Part IV, and no deductible applies to the damaged **child restraint system**.

Towing and Labor Coverage

If **you** paid the premium for Towing and Labor Coverage and it is shown on the **Declarations Page**, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time an **insured car** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time an **insured car** is disabled, subject to the limits shown on the **Declarations Page** for that **insured car**. Covered labor must be performed at the time and place of disablement and does not include routine maintenance of the **insured car**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations Page** for this coverage for that **insured car**. **You** must provide **us** with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

Rental Car Coverage

If **you** paid the premium for Rental Car Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this Rental Car Coverage sustains **loss** which is covered under this policy by Other Than Collision or Collision coverage (if purchased and as shown on the **Declarations Page**), **we** will reimburse **you** for necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than the lesser of:

1. The limit shown on the **Declarations Page**; or
2. The **actual cash value** of the **insured car** at the time of **loss**.

Rental Car Coverage is limited to the period of time that the **insured car** is inoperable or under repair.

Rental Car Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for the **loss**.

No deductible applies to Rental Car Coverage. The limits shown on the **Declarations Page** are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

We must be given original receipts, or written proof that can be verified, of the rental charges. **We** have no duty to pay for charges or costs that cannot be verified.

Damage To A Rental Car Coverage

If **you** paid the premium for Damage To A Rental Car Coverage and it is shown on the **Declarations Page**, the Car Damage Coverage **you** have purchased for an **insured car** is extended to a **non-owned car** that **you** rent from a licensed rental car agency. The rented **car** must be of the same type or class of vehicle as **your insured car** for this coverage to apply. This coverage does not apply to a **car** rented for **business** purposes but does apply to a **car** rented for recreational purposes. All terms, conditions, exclusions and limitations in Part IV shall apply to coverage to a **non-owned car** under this Damage To A Rental Car Coverage.

Additional Definitions

When shown in Part IV in **bold** print, the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **“Actual cash value”** or **“ACV”** means the reasonable and fair market value of stolen or damaged property at the time and place of the **loss**, but not in excess of its purchase price when new, and which is determined with adjustment for:

- a. The age, mileage and physical condition of the property; and
- b. **Depreciation** and prior damage;
which will be determined by **us** and may reduce its value.

2. **“After-market parts”** mean replacement auto parts which are not made by the original manufacturer of the motor vehicle or by a manufacturer authorized by the original manufacturer to use its name or trademark.
3. **“Betterment”** means improvement of the **insured car** or property to a value or condition greater than its pre-loss condition.
4. **“Depreciation”** means a decrease in the value of property as occurs:
 - a. Over a period of time in the marketplace;
 - b. Due to wear and tear;
 - c. Due to the diminishing useful life of car components and parts; and
 - d. Due to obsolescence.
5. **“Special/additional equipment”** means any of the following, except when installed by the original manufacturer of an **insured car** or by the manufacturer's dealer as a manufacturer's new car option or equipment on an **insured car**:
 - a. Parts, accessories and any other equipment or enhancement;
 - b. Any modified suspension equipment, modified engines, modified carburetor systems, modified exhaust system, modified equipment, or custom wheels, including, but not limited to:
 - (1) Aluminum, magnesium, chrome or alloy wheels;
 - (2) Special wide-tread tires or slicks or tires that are not the size specified by the manufacturer;
 - c. Custom paint, murals, logos, trademarks, insignia, decals, graphics or any decorative marks;
 - d. Special carpeting or furnishings; sunroofs, moon roofs, t-bar or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping;
 - e. Ground-effects, after market lights, custom grilles, louvers, side pipes, hood scoops, spoilers and front-end protectors;
 - f. Winches, roll bars and running boards;
 - g. Equipment to make a vehicle handicap accessible;
 - h. Tool bench/boxes; and
 - i. Electronic video, audio, digital or data transmitting, receiving, recording and playback devices, including but not limited to:
 - (1) Any communication, or audio devices, including citizen band radios, two way mobile radios, televisions, VCR, mobile cellular and other telephones, blue tooth devices, scanning monitor receivers, audio devices that record and/or play sound, and including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet video and/or audio streaming devices; audio interface devices; radio scanners; and any similar device for reproducing sound;

- (2) GPS and other navigation systems;
 - (3) Personal computers and internet access systems;
 - (4) Video devices, including DVD devices, VCR's; monitors; cameras, streaming devices and televisions, and any similar device; and
 - (5) Any accessories, cables, connectors or antennas used with any of these types of equipment.
6. **"Temporary substitute car"** means a **non-owned car** that is a short-term substitute for, and comparable to, the **insured car**, but only if and when that substitute **non-owned car** is being used:
- a. Due to that **insured car** being out of use due to breakdown, servicing, repair, **loss** or destruction; and
 - b. By **you**, or a **relative** shown as a driver on the **Declarations Page**, with express permission from the **owner** or a **person** in lawful custody of that **car**, and within the scope of that permission;
- but does not include any such **car** used for more than 30 consecutive days. All terms, conditions, exclusions and limitations in Part IV shall apply to a **temporary substitute car**.
- A **temporary substitute car** is considered an **insured car** only when this Policy specifically provides coverage for its use and must be an acceptable **car** per **our** filed underwriting guidelines.
- A **car** is no longer a **temporary substitute car** the earliest of:
- a. When the substituting **non-owned car** is returned to its **owner**;
 - b. When the **insured car** being temporarily replaced is repaired, restored to service or replaced; or
 - c. 30 consecutive days: after the **insured car** is withdrawn from normal use or from the date when **you** acquire use of that substituting **non-owned car**.

Exclusions

Coverage does not apply to **loss** or damage:

- 1. To any **car** while used for livery, **TNC** services or **delivery** services. This exclusion does not apply to an **insured car** when used in shared expense car pools.
- 2. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. **Nuclear exposure**;
 - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of the items listed above.
- 3. To any **special/additional equipment**. However, if **you** have paid the premium for Special/Additional Equipment Coverage and it is shown on the

Declarations Page, this exclusion shall not apply to the **special/additional equipment** listed on the schedule of **special/additional equipment** in **our** records. If **you** change the **special/additional equipment** on an **insured car**, **you** must notify **us** to change **your** listed equipment before any added **special/additional equipment** will be covered. **We** must be given original sales receipts or other credible and verifiable written proof of purchase of any **special/additional equipment** for **loss** to that **special/additional equipment**.

- 4. To any camper body or trailer.
- 5. That occurs to any vehicle while it is located for use as a residence or premises.
- 6. That results from off-road recreational use of a vehicle.
- 7. Resulting from:
 - a. Prior **loss** or damage.
 - b. Manufacturer's defects.
 - c. Any of the following:
 - (1) Wear and tear;
 - (2) Rust or corrosion;
 - (3) Wet or dry rot;
 - (4) Freezing;
 - (5) Mechanical or electrical breakdown or failure;
 - (6) Road damage to tires; or
 - (7) Mold, mildew, fungi or any by-product of these;
 unless the damage is the result of other **loss** covered by this policy.
 - d. The lack of routine and/or proper care and maintenance.
- 8. To any personal property, including but not limited to wearing apparel, any personal property, tools or nonstandard equipment and racks which are permanently or temporarily attached to a **car** at the time of the **loss**. This does not apply to a **child restraint system** to which coverage in this Part IV applies.
- 9. That occurs while **you**, or anyone driving with **your** permission, is using an **insured car** or **temporary substitute car**:
 - a. In an illegal trade or transportation;
 - b. While committing a crime; or
 - c. While fleeing any law enforcement personnel.

This exclusion does not apply to misdemeanor violations of the motor vehicle or traffic code, minor traffic offenses, or driving under the influence of drugs, alcohol or other intoxicating or impairing substances (DUIs).
- 10. Arising out of or due to the use of a **car** for transportation of any explosive substance, flammable liquid or similarly hazardous material, except transportation, incidental to ordinary residential or farm activities. This shall not apply to:
 - a. The fluids necessary for the operation of the **car**, but only when used in the proper and intended scope of the **car's** normal use; or
 - b. Fuel for a **car**, motor vehicle or lawn and yard equipment, but only when being safely transported in a federally approved container.
- 11. That occurs while a **car** is **racing**.

12. That occurs while an **insured car** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy.
13. Due to theft or conversion by **you**, or a **relative**. However, this does not apply to the interest of a **named insured**, or the spouse or **civil union partner** of the **named insured** who **resides** in the same **household** as the **named insured**, if that **person** did not consent to, direct, contribute to, or participate in the theft or conversion.
14. To an **insured car** or **temporary substitute car** caused intentionally by or at the direction of any **person** listed on the **Declarations Page**. This exclusion will not apply to the interest of the **named insured**, or the spouse or **civil union partner** of the **named insured** who **resides** in the same **household** as the **named insured**, for an **insured car** if:
 - a. The state law protects that interest;
 - b. That **person** has not:
 - (1) Participated in;
 - (2) Contributed to;
 - (3) Directed; or
 - (4) Consented to;
 the intentional act causing the **loss**;
 - c. A complaint has been filed with law enforcement and signed by the innocent spouse or **civil union partner** to make an arrest of the other spouse or **civil union partner** for violation of a family violence or similar law; and
 - d. That **person** cooperates in any investigation relating to the **loss**.
15. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page**.
16. To an **insured car** when it is driven, operated, or used by any **person** who:
 - a. **Resides** in **your** household; or
 - b. Is a **regular operator** of the **insured car**;
 but is not listed as a driver on the policy prior to the **loss**.
17. That occurs while an **insured car** is rented to, leased to, or loaned to any **person** or organization in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
18. That occurs while under the care or **control** of a **business** or **person**, other than a **person** listed as an insured driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
19. Due to the legal seizure, confiscation or destruction of a **car** by any government or civil authority for any reason.
20. Due to the repossession of the **car** by a **person** or entity legally entitled to do so.
21. Resulting from the ownership, maintenance, or use of a **car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery, **TNC** or **delivery** services. This exclusion does not apply if **business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid.
22. To any **car** due to **diminution in value** or any loss or reduction in market or resale value, regardless of whether the **insured car** has been repaired or replaced.
23. That occurs while the operator of the **car** is texting, keying or typing on any portable electronic device, including but not limited to mobile phones and computers.
24. To any vehicle other than:
 - a. An **insured car** for which the premium has been paid for the coverage being sought under this Part;
 - b. A **temporary substitute car** if covered by the terms of this Part;
 - c. A **non-owned car** covered by the terms of the Damage To A Rental Car Coverage under this Part.
25. That occurs from, and is due and confined to lack of lubricants, oil, transmission fluid, coolant, or loss or damage resulting from internal seepage of water. This includes, but is not limited to:
 - a. The engine overheating due to mechanical problems; or
 - b. Damage resulting from intentionally driving through unsafe or unpassable flooded roadways or areas if that car or person is not otherwise in danger.
26. That occurs from fueling a **car** with a type fuel or fuel additive not authorized for that type of **car**, or fueling in other than in the manufacturer's designated fueling or additive point. This includes, but is not limited to:
 - a. Adding diesel, gasoline, or diesel exhaust fluid ("DEF") or any other additive not approved by the manufacturer of the **car** for the type of engine of that car; or
 - b. Adding such products to the incorrect **car** storage reservoir or tank.
27. Caused by, due to, or in any way that results from the alteration, modification, or customizing of the **insured car** which alters or affects its drivability, road worthiness, handling or safety. This includes any non-dealer or non-factory installed equipment that mechanically or structurally changes the **insured car** and results in an increase in performance or a change in appearance. This also includes equipment which does not conform to this state's Motor Vehicle Code.
28. To the **insured car** that is caused by or that results from **your** acquiring a **car** from the seller without legal titles available to **you**.
29. To parts or equipment solely used for the purpose of any racing, performance or off-road driving, even if otherwise covered as part of **special/additional equipment**.
30. To any murals, decals, wraps, graphics, pinstriping and/or painting with non-Original Equipment Manufacturer (non-OEM) color, even if otherwise covered as part of special/additional equipment.

Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
 - a. The **actual cash value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;

- b. The amount necessary to repair the physical damage to the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;
- c. The amount necessary to replace the stolen or damaged property with property of like kind and quality, reduced by the deductible shown on the **Declarations Page**; or
- d. Any Stated Amount Limit of Liability shown on the **Declarations Page**, including but not limited to any value listed for **special/additional equipment**.

For a covered total **loss** to a **car** covered under this Part, if and when **we** are required by state law, **our** payment also includes the incurred expense of:

- a. sales, use or occupation tax imposed; and
 - b. license, title, transfer of ownership and/or registration fees.
2. If **you** or the **owner** of the **car** covered under this Part keep the salvage (if allowed by Illinois law to retain the salvage), the amount **we** pay will be reduced by the salvage value.
 3. If **loss** is sustained by more than one **car** covered under this Part in the same collision, only the highest applicable deductible will apply.
 4. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and **betterment** as applicable. **We** do not pay for the amount of any measurable **betterment**. **You** are responsible to pay for any **betterment**. **Betterment** includes but is not limited to:
 - a. The replacement of batteries, tires and other parts with useful life longer than the useful life of the part replaced;
 - b. Any repair or replacement of damaged property which results in an improvement of its condition just prior to the **loss**.
 5. The amount **we** will pay to repair a **car** covered under this Part or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured, refurbished parts, or **after-market parts** that are original and/or non-original manufacturer parts or equipment.
 6. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.
 7. Each item of **special/additional equipment** shall be subject to depreciation and to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.
 8. If **you** agree to have a windshield repaired at **our** expense after a **loss**:
 - a. no deductible will be applied to that part of the **loss**; and
 - b. **we** then have no duty to:
 - (1) pay the **actual cash value** of that windshield; or
 - (2) replace that windshield.

"Windshield" means the front window glass panel of a **car**. It does not include side, roof or back windows.

If a windshield or glass is damaged as part of the covered **loss**, **you** may select an automobile glass repair or replacement facility or vendor of **your** choice, though **we** have no duty to cover or pay for amounts greater than the reasonable amounts covered and described in this policy.

9. **We** will pay up to a reasonable and customary daily rate for the cost of storage of an **insured car** in the event of a **loss** to an **insured car** for which coverage is provided under this Part IV. **Our** maximum liability for the cost of storage of an **insured car** shall not exceed \$400.
10. **We** will not pay for any obligation assumed by an **insured**, registered **owner** or legal **owner** for any of the following costs:
 - a. estimating fees;
 - b. teardown charges not authorized by **us**;
 - c. handling fee;
 - d. negotiating charges; or
 - e. Any other charges which are not part of the necessary cost of repairing the vehicle.
11. For a **temporary substitute car** covered under this Part IV, the Other Than Collision and/or Collision coverage that applies (as shown on the **Declarations Page**) to the **insured car** that the **temporary substitute auto** is replacing, as well as the deductible (if any) that applies to that **insured car**, will apply to that **temporary substitute car**. No other coverage under Part IV applies to that **temporary substitute auto**.

No Benefit to Bailee

These coverages shall not directly or indirectly benefit any **person** or entity other than **you** for **loss** to an **insured car**.

Appraisal

If **you** and **we** fail to agree on the amount of **loss**, either may demand an appraisal of the **loss**. Each will appoint a competent and disinterested appraiser. The appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the **actual cash value** and the amount of **loss**. The award in writing by any two appraisers will be binding and will determine the amount payable. Each party will pay the expenses of its chosen appraiser. The expenses and the cost of the third appraiser will be shared equally.

We do not waive any of **our** rights under this policy by agreeing to an appraisal of the amount of **loss**. Coverage issues or disputes under this policy may not be determined by the appraisers.

Payment of loss

At **our** option, **we** will pay the **loss** in money, or repair or replace the damaged or stolen property. With **your** consent, payment for repairs may be made directly to a repair shop if damage is repaired.

We may, at any time before the **loss** is paid or the property is replaced by **us**, return, at **our** expense any stolen property either to **you** or to the address shown in **our** records with payment for the resulting damage. **We** may keep all or part

of the property at the agreed or appraised value, but there shall be no abandonment to **us**. **We** have no duty to preserve salvage.

Prior to payment for a repair, **we** may require receipt of proof of the completed repair and the repair cost. **We** have the right, at **our** option, to inspect the repairs prior to **our** making any payment for the **loss**.

We are not be responsible for payment of any **loss**, or portion thereof, which is caused by an avoidable delay in commencing such repairs within ninety (90) days.

If **we** determine property to be a total **loss** when it is stolen or extensively damaged, **you** or the **owner** must transfer the title of the property to **us** at or before the time of payment for that total theft or total **loss** of that property. This does not apply if **you** or the **owner** are keeping the salvage (if allowed by Illinois law to retain the salvage).

We may make payment for a **loss** to **you** or the **owner** of the **car**. No payment is due under Part IV until **you** have fully complied with all of the conditions and duties stated in this policy.

Power of Attorney

In the event of a loss to **your insured car**, **you** grant **us** full power, permission and authority to act on **your** behalf, and to exercise all legal rights as may be needed, for the sole purpose of authorizing the release, towing, and otherwise moving or relocating of any vehicle accruing storage charges. In such event, any body shop, facility or other service provider is released from any liability relating to the release of any vehicle at our direction under the above circumstances. **You** also agree to reasonably cooperate with **us** in the event any facility requires additional documentation or personal authorization for **us** to perform **our** duties under this Policy.

Loss Payee & Lienholder's Rights

If a loss payee or lienholder is shown on the **Declarations Page** with respect to an **insured car**, any amount paid under this Part IV for **loss** to that **car** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

We will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of any of the duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where fraud, misrepresentation, material omission, intentional damage, or conversion,

secretion and/or embezzlement of a **car** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or Loss Payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

We reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate this agreement as to the Loss Payee's interest.

Other Insurance

If there is other applicable insurance or source of recovery of the same priority for **loss** to an **insured car**, **we** will pay the proportionate share **our** limit of liability bears to the total of all available sources of recovery of the same priority. The deductible of this policy will be taken in a proportionate share based on the deductibles of each policy.

If this Part IV covers **loss** to a **temporary substitute car** and there is other applicable insurance or source of recovery, **our** coverage under this Part is excess to any and all other available sources of recovery for and related to that **temporary substitute car** (whatever the priority of that other coverage).

Other sources of recovery include, but are not limited to any:

1. Coverage provided by the **car owner**;
2. Other physical damage insurance available; and
3. Other source of recovery that applies to the loss.

This "Other Insurance" section is subject to all other policy terms. Nothing in this "Other Insurance" section creates, implies or expands any coverage that does not already exist under the terms of this policy.

PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Insuring Agreement

If **you** have paid the premium for Accidental Death and Dismemberment Coverage and it is shown on the **Declarations Page**, subject to all policy terms, **we** will pay the benefits described under the Limits of Liability in this Part V with respect to **bodily injury** sustained by the **named insured** as the result of a Covered Event specified in this Part V.

Limits of Liability

If a **named insured** sustains death, dismemberment or loss of life, as described below, independent of other causes, that is the result of a Covered Event in an

accident, **we** will pay the stated benefit to the **named insured**, subject to the aggregate limit of liability shown on the **Declarations Page**.

DEATH, DISMEMBERMENT OR LOSS OF SIGHT: If within 90 days from the date of an **accident** arising out of a Covered Event, **bodily injury** sustained by the **named insured** in that **accident** causes death, dismemberment or loss of sight, **we** will pay, as follows, but no more than the Limit of Liability shown on the **Declarations Page** for all **bodily injury**:

1. For accidental loss of life of the **named insured** **we** will pay the limit shown on the **Declarations Page**.
2. For loss of both Hands or both Feet, **we** will pay the limit shown on the **Declarations Page**.
3. For loss of sight in both eyes **we** will pay the limit shown on the **Declarations Page**.
4. For loss of one hand and one foot **we** will pay the limit shown on the **Declarations Page**.
5. For loss of either Hand or Foot **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of sight in one eye **we** will pay one-half of the limit shown on the **Declarations Page**.
7. For loss of a thumb and index finger of same Hand of the **named insured** **we** will pay one-half of the limit shown on the **Declarations Page**.

The word "loss", as used in this Part V, means:

1. With regard to hand or foot, complete severance through or above the wrist or ankle joint.
2. With regard to sight of eyes, entire and irrecoverable loss of sight.
3. With regard to thumb and index finger, complete severance through or above metacarpophalangeal joint.

The limit of liability shown for this coverage on the **Declarations Page** is the aggregate limit for all claims under this Part V, and is most **we** will pay under this coverage with respect to a **named insured**, without regard to the number of:

1. **Bodily injuries** sustained by the **named insured**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made; or
6. Vehicles involved.

There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy.

COVERED EVENTS:

1. While the **named insured** is riding solely as a passenger in or on, boarding or alighting from any public conveyance, including air, licensed to carry passengers for hire; or

2. When the **named insured** sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of such means of transportation described above in which the **person** insured has been riding solely as a passenger; or
3. While the **named insured** is driving or riding in or on; boarding or alighting from, a four-wheel private passenger automobile.

Seat Belt Coverage

The Principal Sum benefits for Accidental Death under this policy will be increased by an additional 20% of the benefit amount if death results while the **named insured** is a passenger or driver of a four-wheel private passenger automobile and the **named insured's** seat belt is properly fastened about their body.

Exclusions

This coverage does not cover any **loss**, death or **bodily injury** incurred for, or resulting from, any of the following:

1. Suicide or attempted suicide.
2. Intentional self-infliction of injury or attempted self-inflicted of injury.
3. Self destruction or attempted self-destruction.
4. Infections except phylogenetic infections caused wholly by a covered **bodily injury**.
5. War or any warlike action.
6. **Accident** occurring while serving as an active member of any military unit, including but not limited to coast guard, national guard, army, naval or air service of any country.
7. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
8. Sickness or disease of any kind.
9. **Bodily injury** or loss occurring while the **named insured** is intoxicated or under the influence of any narcotic, unless consumed or ingested pursuant to directions from a licensed physician, in the course of treatment, without any warning from the physician or a licensed pharmacist against operating any motorized vehicle while under the influence of the narcotic.
10. While **racing**.
11. While operating a motor vehicle use of a motor vehicle as a livery service, for **TNC** services or for **delivery**.
12. As a result of a hernia of any kind.
13. As a consequence of diabetes.
14. **Bodily injury** caused or contributed to, because the **named insured** committed, participated in or attempted to commit:
 - a. A felony; or
 - b. An act of violence, civil disobedience, civil disorder, riot or insurrection.

Additional Terms for Part V

1. NOTICE OF CLAIM: Written notice of claim must be given to **us** within 20 days after any **bodily injury** covered by this Part V, or as soon thereafter as is reasonably possible.
2. PROOF OF LOSS: Written proof of **loss** must be furnished to **us** within 90 days after the date of a covered event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.
3. PAYMENT OF CLAIMS: Payment for loss of life will be payable in accord with any beneficiary designation made to **us**, or if none, then to the estate of the **named insured**. Payment of **our** limit of liability to the legal representative of the estate shall be deemed discharge of **our** duties under this Part V.
4. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right for physical examination or autopsy of the **named insured** who is making a claim under this Part V by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

PART VI - GENERAL POLICY LIMITATIONS

Non-Duplication

No **person** or party is entitled to receive duplicate payments from **us** for the same elements of damages, expense or loss already paid:

1. Under any coverage or Part of this policy; or
2. By any other insurance (whether or not issued by **us**, any of **our** affiliates or any other insurer) or any other source of recovery; unless required by law.

Two or More Insureds

If more than one **person** or party is shown as the **named insured** on the **Declarations Page**:

1. **Our** limit of liability under this policy is not increased;
2. Each **named insured** acts for all **named insureds** and insured **persons** to cancel or change the policy; and
3. The action of one **named insured** is binding on all persons and parties under this policy.

Two or More Cars Insured

As to any **accident**, occurrence or **loss** to which this and any other **car** policy issued to **you** by **us**, or an affiliated insurer, applies to provide the same or similar type of coverage, the total limit of **our** liability under all the policies shall

not exceed the highest applicable Limit of Liability under any one policy for any one **insured car**.

Two or More Policies Issued By Us

If this Policy and any other car or motor vehicle insurance policy issued to **you** by **us** (or any of **our** affiliated insurers that have common ownership with **us**) apply to the same accident, damage or loss, **our** limit of liability under all those policies shall not exceed the highest limit of liability for the coverage that applies under any one of those policies. The limit of liability may not be added, combined or stacked with similar coverage under any other **car** or motor vehicle policy issued by **us** (or any insurer that has common ownership with **us**).

Emergency Services Exclusion

We will not pay any emergency response service charges, fees or assessments from fire department, emergency services or law enforcement agency responding to an **accident**. This does not apply to emergency ambulance services.

Personal Vehicle Sharing Program (Car Sharing Exclusion)

No insurance applies for any coverage provided by this Policy while **your insured car** is used in connection with a personal vehicle sharing program or other similar car-sharing program that engages in the business of facilitating the sharing of private passenger motor vehicles. This does not apply to a share-the-expense car pool or use for a charitable or volunteer purpose. **Personal vehicle sharing program** includes any corporation, limited liability company, partnership, sole proprietorship or other entity engaged in the **business** of, or any other for-profit activity related to, facilitating the sharing of motor vehicles for use by individuals by connecting vehicle owners with drivers through the use of prearranged vehicle sharing services using an online-enabled or digital application, software, website, system or platform. Examples of a **personal vehicle sharing program** include, but are not limited to, for-profit activities such as peer-to-peer car sharing programs and for-profit ride-sharing arrangements.

PART VII - GENERAL PROVISIONS

Policy Period & Territory

This policy applies only to **accidents** and **losses** that occur:

1. During the policy period as shown on the **Declarations Page** unless the policy is cancelled, in which case all coverage ends on the effective date of the cancellation; and

2. Within the policy territory. The policy territory is the United States of America, its territories or possessions, and Canada. This policy also applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory.

The policy period does not include any time period, and coverage does not apply:

1. Before the time **you** apply for coverage and pay the required initial premium on the first day of the initial policy period.
2. Outside the dates or time shown on the **Declarations Page**.
3. During any lapse in coverage.
4. After this policy has been terminated in any manner.

Claims Handling

We may use any or all of the following to determine the value of any damages, loss or claim that may be covered by this policy:

1. Exams by doctors **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. State Fee Schedules.
6. Federal Fee Schedules.
7. Estimates by vehicle repair shops.
8. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
9. Computer programs, databases and published sources for vehicle values and cost of repair.
10. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.
11. Special-application technology.

Suits Against Us

No legal action may be brought against **us** until there has been full compliance with all terms of this policy.

No one other than an **insured person** under Part I of this policy shall have any interest in this policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:

1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or
2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person** under Part I.

Any lawsuit or arbitration against **us** by a **person** seeking coverage under any Part of this policy, or any legal action filed against **us** following an **accident** or **loss**, must be brought within 2 years after the date of the **accident**, **loss** or when the cause of action otherwise accrues. The running of the period to bring a lawsuit or arbitration against **us** is subject to any applicable tolling of that period (if and as required by law). This includes tolling, when required by law, from the date proper and complete proof of loss (and all supporting documentation) is filed with **us** until the date the claim is denied, in whole or in part, by **us**.

No one may sue **us** to determine the amount of **loss** payable under Part IV - Car Damage Coverage until after having complied with the Appraisal clause of this policy.

We have no duty to preserve or otherwise retain any salvage for any purpose, including, but not limited to, as evidence for any type of court or other proceeding. Except that, if **we** are required by Illinois law to retain salvage of a **car** that is a total loss, **we** will do so.

No one may sue **us** to determine the amount payable under Part V - Accidental Death and Dismemberment Coverage until at least 60 days after written proof of loss has been furnished to **us**. No such legal action may be brought after the expiration of three years after the time written proof of loss is required to be furnished to **us**.

We shall not be bound by any:

1. Stipulated judgment;
2. Confessed judgment;
3. Default judgment or adverse entry due to failure to appear, respond or plead; or
4. Motion granted due to any failure to appear, respond or plead; unless **we** have consented in writing to the entry of that judgment, default or granting of that motion.

Our Recovery Rights (Subrogation & Reimbursement)

In the event of any payment under this policy and to the extent allowed by law:

1. The right of recovery of the **person** or party to whom **we** have made payment passes to **us**, and **we** will be subrogated to all rights of recovery that **person** or entity has against another **person** or organization; and
2. Any **person** to or for whom a payment is made who recovers damages from a liable **person** or entity, or their insurer, shall hold the proceeds of that recovery in trust for **us** and reimburse **us** to the extent of **our** payments under this Policy.

Anyone to whom payment was made under this policy must:

1. Cooperate with **us**, including, but not limited to, filing legal papers and taking action as requested by **us** to recover **our** payment;
2. Do whatever is needed to protect **our** interests and rights to recover **our** payments from any responsible or at-fault **person** or party; and
3. Do nothing after the **loss** to harm **our** interests and rights.

If **we** seek recovery from a liable party:

1. **You** authorize **us** to seek recovery of any applicable deductible, unless that deductible amount has been otherwise recovered by **you**. But, **we** have no duty to do so, and **we** will notify **you** if **we** do not intend to proceed to collect the deductible; and
2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. When required by law, **we** shall pay the full pro rata deductible share to **you** out of the net recovery on the subrogated claim, and before any part of such recovery is applied to any other use.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses (other than administrative expenses) and attorney fees incurred in connection with the recovery.

If any insured under this policy makes recovery from a responsible party without **our** written consent, that insured's rights under any affected coverage will no longer exist.

If payment is made on behalf of anyone insured under this policy to comply with state mandated coverage, and the policy or any subsequent change in coverage was obtained from **us** as a result of **your** material misrepresentation of the risk to be insured by **us**, which otherwise, had it been known to **us** at the time coverage was agreed to by **us**, **we** would have declined coverage or extension of coverage to **you**, **you** agree to reimburse **us** to the full extent of any **loss** and adjustment expense paid on **your** behalf as a result of **your** material misrepresentation to **us**.

Our rights to recover or be reimbursed from any **person** or party shall be a first priority claim to be paid before any other claims that may exist are paid. Except where not permitted by law, this applies even if that **person** or party has not been fully compensated or "made whole" for all damages or loss.

Assignment

You may not transfer or assign any of **your** interests, rights and/or duties under this policy except as allowed by the express terms of this policy for assignment

of benefits under Medical Payments Coverage. **Your** interest and rights in this policy may not be assigned or transferred without **our** written consent. However:

1. Upon the end of the marital or lawful civil union relationship of the **named insured**, a spouse or **civil union partner** of that **named insured** who was covered under this policy immediately prior to the end of that relationship shall upon notice to **us** continue to be covered under this policy for a period of 90 days following that end of that relationship, or until expiration or other termination of the policy term, whichever is shorter;
2. Upon the death of the **named insured**, coverage will be provided until expiration or other termination of the policy term, whichever is shorter, for:
 - a. Any **person** specifically named as an operator on the **Declarations Page**;
 - b. The legal representative of the deceased **person** while acting within the scope of his or her duties as a legal representative; and
 - c. The **named insured's** spouse or **civil union partner** if he or she was covered under this policy immediately prior to that death.

Policy Changes

This policy, which includes the **Declarations Page**, endorsements issued by **us**, the **Application**, and any coverage election and rejection forms, contains all agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**. Notice to any agent or knowledge possessed by any agent or other **person** shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any rights under this policy.

If a change requires a premium adjustment, **we** will adjust **your** premium as of the effective date of the change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** revise this version of this policy form, **our** policy will automatically provide the additional coverage as to the date the revision is effective.

We rely upon the statements made by **you** in the **Application** for insurance to determine the amount of the premium for this policy. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period or take other action permitted by law.

IMPORTANT: To properly insure **your car** and **persons** described in this policy, **you** must promptly notify **us** as soon as reasonable practicable, but no later than 30 days from when:

1. **You** change **your** address or the principal place **you** garage any **insured car**;
2. Any resident operators are added or deleted;
3. **You** acquire an additional or replacement **car**;
4. Any change in the licensed operators residing in **your** household;

5. **You** or a **relative** get married, divorced or enter into or end a civil union relationship;
6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused; or
7. There is a material change in how any **insured car** is routinely used (for example, from personal use to any kind of **business** use).

Cancellation and Non-Renewal

The **named insured** may cancel this policy by returning it to **us** or by giving **us** notice when at a future date the cancellation is to be effective.

We may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice of cancellation will be mailed at least:

1. 10 days before the effective date of cancellation if due to **failure to pay premium**; or
2. 30 days before the effective date of cancellation if this policy is to be cancelled for any other reason.

We may cancel this policy for any lawful reason before the policy has been in effect for 60 days during the first policy period. After this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

1. The **failure to pay premium**;
2. There has been misrepresentation of a material fact when applying for this policy;
3. Any insured violated any of the terms and/or conditions of this policy;
4. The **named insured** failed to disclose fully, if called for in the **application**, all motor vehicle **accidents** or crashes and moving traffic violations for the preceding 36 months;
5. **You** or a **relative** made a false or fraudulent claim, or knowingly aided or abetted another in the presentation of such a fraudulent claim;
6. The loss of driving privileges through suspension or revocation of **your** operator's license or motor vehicle registration, or that of a principal operator of **your insured car**, within the 12 months prior to the notice of cancellation;
7. The **named insured** or any other driver who either **resides** in the same household as the **named insured** or customarily operates an **insured car**:
 - a. Is or becomes subject to epilepsy or heart attacks, and that **person** does not produce a certificate from a physician testifying to that **person's** unqualified ability to operate a motor vehicle safely;
 - b. Has an accident or crash record, conviction record (criminal or traffic), physical, or mental condition which is such that the **person's** operation of an automobile might endanger the public safety; or
 - c. Has, within the 36 months prior to the notice of cancellation, been addicted to the use of narcotics or other drugs;

8. The **named insured**, or any other driver who either **resides** in the same household as the **named insured** or customarily operates an **insured car**, has been convicted of, or had pretrial release revoked for, any of the following during the 36 months immediately preceding the notice of cancellation:
 - a. Any felony;
 - b. Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle;
 - c. Driving a motor vehicle while in an intoxicated condition or while under the influence of drugs or alcohol, or being intoxicated while in, or about, an automobile or while having custody of an automobile;
 - d. Leaving the scene of an **accident** or crash without reporting the **accident**;
 - e. Theft or unlawful taking of a motor vehicle; or
 - f. Making false statements in an application for obtaining a driver license;
9. The **named insured**, or any other driver who either resides in the same household as the **named insured** or customarily operates an **insured car**, has been convicted of, or had pretrial release revoked for, during the 12 months immediately preceding the notice of cancellation, 3 or more violations 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 or different offenses;
10. An **insured car** is:
 - a. So mechanically defective that its operation might endanger public safety;
 - b. Used in carrying passengers for hire or compensation (this shall not apply to a shared-expense car pool);
 - c. Used in the **business** of transportation of flammables or explosives;
 - d. An authorized emergency vehicle;
 - e. Changed in shape or condition during the policy period so as to become a substantially greater risk to insure; or
 - f. Subject to inspection by law and has not been inspected or, if inspected, has failed to qualify; or
11. Any other reason permitted by law.

With respect to cancellation, this policy is neither severable or dividable. Any cancellation will be effective for all persons and all vehicles.

If this policy is cancelled, coverage will not be provided as of the earliest date and time shown in any notice of cancellation.

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a notice or condition of cancellation. **We** charge a fully-earned policy fee for each policy term.

If this policy is cancelled, any premium refund due will be computed on a daily pro-rata basis.

If **we** decide to not to renew this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least 30 days before the end of the policy period.

We have the right to decide not to renew this policy at the end of the policy period shown on the **Declarations Page** for any reason that the law does not prohibit. However, after this policy has been in effect or renewed for 5 or more years, **our** right not to renew this policy at the end of a policy period shown on the **Declarations Page** is limited and will only be applied if due to one or more of the following reasons:

1. The policy was obtained through material misrepresentation;
2. Any insured violated any of the terms and/or conditions of the policy;
3. The **named insured** failed to disclose fully, if called for in the **application**, all motor vehicle **accidents** or crashes and moving traffic violations for the preceding thirty-six (36) months;
4. A **person** insured under this policy made a false or fraudulent claim, or knowingly aided or abetted another in the presentation of such a claim;
5. The loss of driving privileges through suspension or revocation of **your** operator's license or motor vehicle registration, or that of a principal operator of **your insured car**, within the 12 months prior to the notice of non-renewal;
6. The **named insured** or any other driver who either **resides** in the same household as the **named insured** or customarily operates an **insured car**:
 - a. Is or becomes subject to epilepsy or heart attacks, and that **person** does not produce a certificate from a physician testifying to that **person's** unqualified ability to operate a motor vehicle safely;
 - b. Has an **accident** or crash record, conviction record (criminal or traffic), physical, or mental condition which is such that the **person's** operation of an automobile might endanger the public safety; or
 - c. Has, within the 36 months prior to the notice of non-renewal, been addicted to the use of narcotics or other drugs;
7. The **named insured**, or any other driver who either **resides** in the same household as the **named insured** or customarily operates an **insured car**, has been convicted of, or had pretrial release revoked for, any of the following during the 36 months immediately preceding the notice of non-renewal:
 - a. Any felony;
 - b. Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle;
 - c. Driving a motor vehicle while in an intoxicated condition or while under the influence of drugs or alcohol, or being intoxicated while in, or about, an automobile or while having custody of an automobile;
 - d. Leaving the scene of an **accident** or crash without reporting the **accident**;
 - e. Theft or unlawful taking of a motor vehicle; or
 - f. Making false statements in an application for obtaining a driver license;
8. The **named insured**, or any other driver who either resides in the same household as the **named insured** or customarily operates an **insured car**,

has been convicted of, or had pretrial release revoked for, during the 12 months immediately preceding the notice of non-renewal, 3 or more violations 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 or different offenses;

9. An **insured car** is:
 - a. So mechanically defective that its operation might endanger public safety;
 - b. Used in carrying passengers for hire or compensation (this shall not apply to a shared-expense car pool);
 - c. Used in the **business** of transportation of flammables or explosives;
 - d. An authorized emergency vehicle;
 - e. Changed in shape or condition during the policy period so as to become a substantially greater risk to insure; or
 - f. Subject to inspection by law and has not been inspected or, if inspected, has failed to qualify; or
10. Any other reason not listed above so long as not prohibited by law, and in which case at least 60 days prior notice from **us** will be sent to the **named insured** before the end of the policy period.

Nothing here shall supersede or waive any of **our** rights to void or rescind this policy as allowed by law.

Automatic Termination

An **insured car** is no longer an **insured car** when that **insured car** is sold, assigned, gifted or transferred to anyone other than **you**, a **relative** or an insured driver shown on the **Declarations Page**. Coverage for that **insured car** will end the earlier of when:

1. Either title or possession is transferred; or
2. No **person** shown on the **Declarations Page** has an insurable interest in the **insured car**.

This policy will terminate automatically at the end of the current policy period if **we** offer to renew or continue **your** policy and **you** did not accept the offer by the payment due date. **Our** renewal offer is considered rejected if there is any **failure to pay premium**, when due, for the renewal.

If other motor vehicle insurance is purchased for an **insured car**, insurance from this policy for that **car** will end without notice as to that **car** on the effective date of that other motor vehicle insurance.

Proof of Notice

We may mail or deliver any notice to the **named insured**. Proof of mailing, in accord with applicable law, of any notice will be sufficient proof of notice. If **you**

have agreed to electronic notice, proof of sending any notice to the **named insured** by the agreed electronic means will be sufficient proof of notice.

Our Right to Void for Fraud or Misrepresentation

We will not rescind and void this policy for misrepresentation or fraud if this policy has been in effect for one (1) year or one (1) policy term (whichever is less). However, prior to that time, **we** have the right to rescind and void this policy from its inception if **you** gave false material information or omitted material information in **your Application**. This policy is issued in reliance upon information provided on **your Application**. **We** will rescind and void this policy from inception if **you**:

1. Made false statements or representations to **us** as to any material fact or circumstance;
 2. Concealed, omitted or misrepresented any material fact or circumstance; or
 3. Engaged in fraudulent conduct;
- at the time of **application**.

No coverage is provided for any **accident** or **loss** if **we** rescind or void this policy.

If **we** rescind or void this policy and **you** or **your** assignee or representative contest **our** rescission of this policy, **you** must reimburse **us** for all of **our** attorney fees, costs and expenses when **we** prevail in such legal action.

Our Right to Void for Failure of Initial Payment

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium. If **you** make **your** initial payment by check, credit card, ACH or any method other than cash, this policy is rescinded and void as if never issued, and there will be no coverage at any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution or if there is any **failure to pay premium**. If this policy is rescinded and void **we** will not cover any claims, injury, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** rescind or void the policy.

Policy Conformed to Statutes

Terms of this policy that are in conflict with the statutes or other applicable law of the state where **you reside** when this policy is issued, as shown in **our** records, are hereby amended to conform to the applicable state law. All other terms remain in full effect.

Choice of Law

This agreement shall be governed by the laws of the state of Illinois, without giving effect to any principles regarding conflict of laws.

Venue

Unless **we** agree or decide otherwise, any legal action against **us** must be brought in a court of competent jurisdiction for the county and **state** where the **person** seeking coverage from this policy lived at the time of the **accident** or **loss**.

Fraudulent Claims

We do not provide coverage for, or payment to, any **person** who commits fraud against **our** interests. **We** do not provide coverage or benefits to any **person** or party who has:

1. Misrepresented, concealed, omitted or misstated a material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Aided, abetted or directed any behavior of the type listed in clause 1 or 2 above;

in connection with any **accident**, **loss** or claim.

Conditions Precedent

There is no coverage provided under this policy until there has been full compliance with all of the duties, terms and conditions of this policy.

Bankruptcy

The bankruptcy or insolvency of a **person** insured by this policy, or that **person's** estate, shall not relieve **us** of **our** obligations under this policy. If due to bankruptcy or insolvency a certified copy of a judgment against a **person** insured by this policy is returned unsatisfied in any action brought by an injured **person** (or that **person's** representative), in case death results from the **accident**, then an action may be maintained by that injured **person** (or representative) against **us** subject to all terms and conditions of this policy for the amount of the judgment in such action, not to exceed the limits of liability of this policy.

Electronic Transactions

It is agreed between **you** and **us**, and **we** have **your** consent, that:

1. Electronic signatures, notices and forms:
 - a. May be used to transact this insurance;
 - b. Will satisfy any legal or other requirement for written signatures, notices or delivery of forms; and

- c. Shall include, but are not limited to, any acceptance, agreement, assent election, selection, rejection, notice or form done as a recorded telephonic signature or assent or sent via e-mail, internet, mobile application, text message or fax.
2. **You** will notify **us** if **you** are unable to print, download or otherwise retain documents delivered electronically by **us** to **you**.
3. When a law requires a signature on any form or document, or letter or document to be notarized, verified or acknowledged or made under oath, the electronic signatures will satisfy this requirement if the signature of the **person** authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.

English Language

This policy and all its related forms (on paper or electronic) are governed by the English language used in the United States of America and with the text provided by **us**. The English language shall apply and control in the event of any difference or discrepancy between the English language text of this policy (and all its related forms), and any other language version or description of the policy, coverage or any form.

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

IMPORTANT: For coverage as described in this policy to apply, all notice requirements, duties, and policy terms must be satisfied. Failure to comply with any Policy terms may result in a claim or coverage being partially or fully denied.

Notice of an Accident or Loss

In the event of an **accident** or **loss**, it must be reported to **us** or one of **our** authorized agents as soon as practicable. The report must give time, place and circumstances of the **accident** or **loss**, including all known or reasonably ascertainable names and addresses of injured parties and of witnesses to the **accident** or **loss**.

Other Duties

Anyone claiming any coverage under the policy must:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
2. Refuse to assume any obligation or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.
3. Immediately send **us** any legal papers relating to any claim or lawsuit.

4. Submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Submit to statements or examinations under oath by **us** or **our** representative, and subscribe to the same, as **we** may reasonably require at a reasonable location selected or agreed to by **us**. **We** may require that such statements or examinations be:
 - a. Recorded and videotaped;
 - b. Conducted individually and outside the presence of witnesses or other **persons** seeking coverage or benefits under this policy; and/or
 - c. Provided by or taken from any **person** or party with relevant information. This includes from: any **person** or party who is an insured under any Part of this policy; any such insured **person's** family member or **relative** who may be able to help **us** to get relevant information (even if that **person** is not claiming coverage under this policy); or a health care provider or entity that has rendered services for which payment under this policy is being sought by that provider or entity.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to obtain such information. This includes such information as social security numbers, credit history and any other related information. AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business.
9. Allow **us** access to any **car**, vehicle or device being used at the time of, or that was involved in, an **accident**, **loss** or damage and enable **us** to retrieve and use data contained in:
 - a. any Global Positioning System (GPS).
 - b. any navigation system or device.
 - c. any Event Data Recorder (EDR), whether the EDR is part of or in the **auto** or vehicle at the time of the **accident**, loss or damage.
 - d. any other device recording driving data, including any telematics device or remote or cloud storage of driving or **accident** data.

This applies to data stored in the **car**, vehicle or device attached to the **car** or vehicle or in a separate device, whether or not physically attached to the **car** or vehicle.

Anyone claiming Uninsured Motorists Coverage must contact the police within 48 hours, or as soon as is practicable, after the **accident** if a hit and run driver is involved and must promptly send **us** copies of any legal papers if suit is brought.

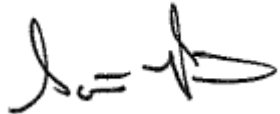
Anyone claiming any coverage under this policy must also:

1. Take reasonable steps after an **accident** or **loss** to protect an **insured car** (or any other **car** that may be covered by this policy) and its equipment from further **loss**. If **you** fail to do so, any further damage will not be

covered under this policy. **We** will pay reasonably necessary expenses incurred in providing that protection, subject to:

- a. **You** agree to give **us** original receipts, or written proof that can be verified, of costs incurred for any such protection, towing and/or storage related to the **loss** or **accident**. **We** have no duty to pay for costs that cannot be verified.
 - b. **You** give **us** PERMISSION TO RELEASE THE **CAR** to reduce storage costs during the claims process. **You**, a **relative**, and any **owner** of any **car** who accepts coverage from this policy gives **us** permission to act as that **person's** agent to move the **car** to a secure storage facility in the event that **car** is non-drivable and incurring storage or incurring any additional loss or **accident**-related expenses. **We** will notify **you** before the **car** is to be moved. If **you** do not agree, **you** are responsible for additional excess fees incurred.
2. Report the total theft of the **car** to the police promptly and as soon as practicable after the **loss**.
 3. Allow **us** to inspect and appraise the damage to an **insured car** (or any other **car** that may be covered by this policy) before its repair or disposal.
 4. If a hit and run motorist is involved, adequate proof of loss and a statement under oath must be filed with **us** within 30 days of **our** request, or as soon as is practicable.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



President



Secretary

ENDORSEMENTS

When any Endorsement applies, all other terms, limits and conditions of the policy that do not conflict with the terms of the Endorsement shall continue to apply.

THE FOLLOWING NAMED DRIVER NON-OWNED COVERAGE
ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-400 APPEARS ON
YOUR DECLARATIONS PAGE.

NAMED DRIVER, NON-OWNED CAR COVERAGE

If **you** have elected Named Driver, Non-Owned Coverage, **we** will only cover the permissive use by the **named insured** of a **car** not **owned** by that **named insured**. Any coverage provided under this policy shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. The following policy changes shall apply:

1. The general policy definition of "**you**" and "**your**" are revised and "**you**" and "**your**" mean the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
2. The definition of "**insured person**" is revised in all parts of the policy and "**insured person**" means the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
3. No coverage applies under the policy for use of any **car** other than the permissive use by a **named insured** of a **car** not **owned** by that **named insured**.
4. No coverage applies under the policy for any **person** other than the **named insured**.
5. The "**Other Insurance**" clause in every part of this policy is revised and any insurance **we** provide shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits.
6. There is no UM PD coverage under Part III applicable to this policy, and no Part IV - Car Damage Coverage applies under this policy.

All other terms of this policy remain unchanged and apply.

E-400 (08/26)

THE FOLLOWING NAMED DRIVER EXCLUSION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-500 APPEARS ON **YOUR DECLARATIONS PAGE**.

NAMED DRIVER EXCLUSION

If one or more **persons** are shown on the **Declarations Page** as Excluded Drivers because **you** have elected to exclude a driver(s) from coverage under this policy (and signed a form in accord), **we** do not provide any coverage under any Part of this policy for any **accident** or **loss** that occurs while any Excluded Driver is operating a **car** or any other motor vehicle.

When the Excluded Driver is operating a motor vehicle, no coverage applies for the Excluded Driver or anyone else, including but not limited to claims against **you, relatives**, or any other entity or **person** who may be vicariously liable or liable for negligent entrustment with respect to any **accident** or **loss** arising out of the operation of a motor vehicle by any named Excluded Driver.

However, this Named Driver Exclusion will not prevent an **insured person**, other than the Excluded Driver, from receiving Uninsured Motorists Bodily Injury Coverage under Part III, if and only to the extent that coverage is otherwise provided by Part III and required by Illinois law

Driver exclusions shall apply to all renewals, reinstatements after a lapse, continuation, amended or replacement policies unless, before the **accident** or **loss**, **you** notify **us** in writing that the election is revoked and **you** pay the additional premium for coverage of that driver.

E-500 (08/26)