

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE POLICY ENDORSEMENT - ILLINOIS

This endorsement amends the policy as follows:

I. DEFINITIONS

The **Definitions** Section is amended as follows:

A. The following is added:

Throughout the Policy, "minimum limits" refers to the following limits of liability, as required by Illinois law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$20,000 for each accident with respect to "property damage."

B. Definition **A.** is replaced by the following:

Throughout this Policy, "you" and "your" refer to the named insured shown in the Declarations, and:

1. The spouse; or
2. A party who has entered into a civil union with the named insured recognized under Illinois law; if a resident of the same household.

If the spouse or party who has entered into a civil union with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this Policy, the spouse or such party will be considered "you" and "your" under this Policy but only until the earlier of:

1. The end of 90 days following the spouse's or such party's change of residency;
2. The effective date of another policy listing the spouse or such party as a named insured; or
3. The end of the policy period.

C. Definition **F.** is replaced by the following:

"Family member" means a person related to you by blood, marriage, civil union recognized under Illinois law or adoption who is a resident of your household. This includes a ward or foster child.

D. Definition **J.** is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any "newly acquired collector type vehicle."
3. Any "trailer" you own which is used solely for the purpose of transporting any vehicle shown in the Declarations or your "newly acquired collector type vehicle."
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage for Damage To Your Auto.

E. Definition K. is replaced by the following:

"Newly acquired collector type vehicle":

1. "Newly acquired collector type vehicle" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A motor vehicle, including motorcycles, 25 years or more of age that is maintained primarily for club and hobby activity, exhibitions, parades or other functions, or is part of a private collection.
 - b. An antique, original and unmodified farm tractor, military vehicle or snowmobile that is manufactured more than 40 years ago, and is purchased for its collector value.
 - c. A modern or exotic vehicle which is a rare, original, limited production model or anniversary edition vehicle that has appreciating value, and is maintained primarily for club and hobby activity, exhibitions, parades or other functions, or is part of a private collection.

"Newly acquired collector type vehicle" does not include motor vehicles used for regular driving to work, school, shopping, maintenance activities or errands.

2. Coverage for a "newly acquired collector type vehicle" is described below. If you ask us to insure a "newly acquired collector type vehicle" after 30 days has elapsed, any coverage we provide for a "newly acquired collector type vehicle" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage for Damage to Your Auto, "newly acquired collector type vehicle" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. For this coverage to apply to a "newly acquired collector type vehicle," which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.
 - b. Collision Coverage for a "newly acquired collector type vehicle" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days. If you comply with the 30-day requirement and a loss occurred before you asked us to insure the "newly acquired collector type vehicle," a Collision deductible of \$500 will apply.
 - c. Other Than Collision Coverage for a "newly acquired collector type vehicle" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days. If you comply with the 30-day requirement and a loss occurred before you asked us to insure the "newly acquired collector type vehicle," an Other Than Collision deductible of \$500 will apply.

II. PART A - LIABILITY COVERAGE

Part A is amended as follows:

A. Paragraph A. of the Insuring Agreement Provision is replaced by the following:

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident involving "your covered auto" or "newly acquired collector type vehicle." Damages include prejudgment interest awarded against the "insured." We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. 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 this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

B. Paragraph B. of the Insuring Agreement Provision is replaced by the following:

"Insured" as used in this part means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto."
2. Any person using "your covered auto."
3. For "your covered auto," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this part.

C. Exclusion A.6. is replaced by the following:

We do not provide Liability Coverage for any "insured":

6. While employed or otherwise engaged in the "business" of:

- a. Selling;**
- b. Repairing;**
- c. Servicing;**
- d. Storing; or**
- e. Parking;**

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**A.6.**) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;**
- b. Any "family member"**
- c. Any partner, agent or employee of you or any "family member" or**
- d. Any other person.**

D. The Supplementary Payments provision is replaced by the following;

Supplementary Payments

- 1. The cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.**
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.**
- 3. Interest accruing after a judgement is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgement which does not exceed our limit of liability for this coverage.**
- 4. Reasonable expenses incurred by an "insured" at our request. This includes actual loss of earnings (but not loss of other income) up to a total of \$50,000, for assisting us in the investigation or defense of a claim or suit.**

These payments will not reduce the limit of liability.

E. Paragraph B. of the Exclusions Provision is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of:

- 1. Any motorized vehicle, other than "your covered auto," having fewer than four wheels.**
- 2. Any vehicle other than "your covered auto."**
- 3. Any vehicle:**
 - a. On a racetrack, test track or other course of any kind; or**
 - b. Engaged in racing, including but not limited to:**
 - (1) Participating in, competing in, practicing or preparing for any prearranged or organized:**
 - (a) Racing, speed contest;**
 - (b) Pulling contest or exhibition, including, but not limited to, pulling a weighted sled or trailer; or**
 - (c) Timed event of any kind, including high performance driver education (HPDE) events; or**
 - (2) Participating in a prearranged or organized performance or instructor led racing driving school.**

This Exclusion (**B.3.b.**) does not apply to timed events, rallies held in whole or part on public roads where traffic laws, including speed limits are enforced during the timed event or rally.

F. The following exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member." However, this exclusion does not apply:

1. To the maintenance or use of "your covered auto" by any "insured" other than you or any "family member"; or
2. When a third party acquires a right of contribution against you or any "family member."

G. The **Other Insurance** Provision is replaced by the following:

Other Insurance

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

III. PART B - MEDICAL PAYMENTS COVERAGE

Part **B** is amended as follows:

A. Paragraph **B.** of the **Insuring Agreement** Provision is replaced by the following:

"Insured" as used in the Part means:

1. Any person while "occupying" "your covered auto."

B. The **Exclusions** Provisions is amended as follows:

1. Exclusion **1.** is replaced by the following:

1. Sustained while "occupying" any motorized vehicle, other than "your covered auto," having fewer than four wheels.

2. Exclusion **11.** is replaced by the following:

11. Sustained while "occupying" any vehicle:

- a. On a racetrack, test track or other course of any kind;
- b. Engaged in racing, including but not limited to:

- (1) Participating in, competing in, practicing or preparing for any prearranged or organized:

- (a) Racing, speed contest;

- (b) Pulling contest or exhibition, including, but not limited to, pulling a weighted sled or trailer, or

- (c) Timed event or any kind, including high performance driver education (HPDE) events; or

- (2) Participating in a performance or instructor led racing driving school.

This Exclusion (**11.b.**) does not apply to timed events, rallies held in whole or part on public roads where traffic laws, including speed limits are enforced during the timed event or rally.

C. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time an auto not owned by, or furnished or available for the regular use of, you or any "family member" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

D. The **Other Insurance** Provision is replaced by the following:

Other Insurance

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

IV. PART C - UNINSURED MOTORISTS COVERAGE

A. The **Insuring Agreement** Provision is amended as follows:

1. The first paragraph under Paragraph **A.** of the **Insuring Agreement** Provision is replaced by the following:

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 1. Sustained by an "insured" while "occupying" "your covered auto"; and
 2. Caused by an accident.
2. Paragraph B. of the **Insuring Agreement** Provision is replaced by the following:
 "Insured" as used by this part means any person "occupying" "your covered auto."
3. Item 3. in Paragraph C. of the definition of "uninsured motor vehicle" is replaced by the following:
 "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an object to hit "your covered auto."

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be proved.
4. Exception 1. to the definition of "uninsured motor vehicle" is replaced by the following:
 However, "uninsured motor vehicle" does not include any vehicle or equipment:
 1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which **Part A** of the Policy applies and Liability Coverage is excluded for damages sustained in the accident.
- B. Paragraph A. of the **Exclusions** Provision is replaced by the following:
 - A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained while "occupying" any vehicle other than "your covered auto."
- C. Exclusion B.2. is replaced by the following:
 We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This Exclusion (B.2.) does not apply to a share-the-expense car pool.
- D. The following exclusions are added:
 - E. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by an "insured" "occupying" "your covered auto" while:
 1. On a racetrack, test track or other course of any kind; or
 2. Engaged in racing, including but not limited to:
 - a. Participating in, practicing or preparing for any prearranged or organized:
 - 1) Racing, speed contest;
 - 2) Pulling contest or exhibition, including, but not limited to, pulling a weighted sled or trailer; or
 - 3) Timed event of any kind, including high performance driver education (HPDE) events; or
 - b. Participating in a performance or instructor led racing driving school.

This Exclusion (E.2.) does not apply to timed events, rallies held in whole or part on public roads where traffic laws, including speed limits are enforced during the timed event or rally.
 - F. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured" while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time an auto not owned by, or furnished or available for the regular use of, you or any "family member" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

E. The **Arbitration Provision is replaced by the following:**

Arbitration

A. If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this Part; or
2. As to the amount of damages;

either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

B. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible up to the amount by which the "insured's" recovery exceeds the statutory minimum for:

1. Payment of his or her expenses; and
2. An equal share of the third arbitrator's expenses.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other cases, local rules of law as to procedure and evidence shall apply.

D. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the lesser of:
 - a. \$75,000 for "bodily injury" to any one person in any one accident.

Subject to this limit per person, \$150,000 for "bodily injury" to two or more people in any one accident; or

- b. The limits for "bodily injury" shown in the Declarations.

If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

V. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Part **D** is amended as follows:

A. The first paragraph of Item **A. in the **Insuring Agreement** is replaced by the following:**

We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto" including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision," only the lowest applicable deductible will apply. We will pay for the loss to "your covered auto" caused by:

B. The following is added to the **Insuring Agreement Provision:**

"Custom equipment" means equipment, furnishing and parts in or upon any auto other than:

1. Original manufacturer equipment, furnishings or parts; or
2. Any replacement of original manufacturer equipment, furnishing or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs;
- d. Body, engine, exhaust or suspension enhancers;
- e. Winches, or anti-roll or anti-sway bars;
- f. Custom grilles, louvers, side pipes, hood scoops or spoilers;
- g. Custom wheels, tires or spinners;
- h. Custom chrome, murals, paintwork, decals or other graphics; or
- i. Caps, covers or bed liners.

"Custom equipment" does not include electronic equipment that reproduces, receives or transmits audio visual or data signals.

C. The Transportation Expenses provision is replaced by the following:

Transportation Expenses And Temporary Emergency Living Expenses

We will pay up to the amount reflected on your Declarations for reasonable additional expenses you incur for:

1. Transportation expenses;
2. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
3. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto."

We will pay for such expenses if the loss is caused by:

1. "Other Than Collision" only if your Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if your Declarations indicate that Collision Coverage is provided for that auto.

Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto." In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

D. The Exclusions Provision is amended as follows:

1. Exclusions **2.**, **7.**, **10.** and **12.** are replaced by the following:
 2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure;
 - d. Road damage to tires;
 - e. Mold, mildew, wet or dry rot, rust or corrosion;
 - f. Changes in color, texture, or extremes in temperature or humidity; or
 - g. Animal and insect pests, including, but not limited to, birds, mice, rats and termites.
7. Loss to:
 - a. A "trailer," camper body or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer," camper body or motor home. Facilities or equipment includes but is not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;

(2) Awnings or cabanas; or

(3) Any other facilities or equipment used with a "trailer," camper body or motor home.

This Exclusion (7.) does not apply to a:

a. "Trailer," and its facilities or equipment, which you do not own; or

b. "Trailer," camper body or the facilities or equipment in or attached to the "trailer" or camper body, which you:

(1) Acquire during the policy period; and

(2) Ask us to insure within 30 days after you become the owner.

10. Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto."

This Exclusion (10.) does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned auto."

12. Loss to "your covered auto" or any "non-owned auto":

a. On a racetrack, test track or other course of any kind; or

b. Engaged in racing, including but not limited to:

(1) Participating in, competing in, practicing or preparing for any prearranged or organized:

(a) Racing, speed contest;

(b) Pulling contest or exhibition, including, but not limited to, pulling a weighted sled or trailer; or

(c) Timed event of any kind, including high performance driver education (HPDE) events; or

(2) Participating in a performance or instructor led racing driving school.

This Exclusion (12.b.) does not apply to timed events, rallies held in whole or part on public roads where traffic laws, including speed limits are enforced during the timed event or rally.

2. The following exclusion is added:

Loss or damage to "your covered auto" once "your covered auto" has been repossessed.

E. The **Limit Of Liability** Provision is replaced by the following:

Limit Of Liability

1. Our limit of liability for loss, minus any applicable deductible shown on the Declarations, will be as follows:

a. Total Loss

If "your covered auto" is a total loss or stolen, we will pay the Agreed Amount indicated on the Declarations. A vehicle is considered a total loss when the salvage value, determined by us, plus the amount for labor and parts of like kind and quality necessary to repair the vehicle is equal to or greater than the Agreed Amount shown on the Declarations.

b. Partial Loss

If "your covered auto" is partially damaged, our limit of liability will be the lesser of:

(1) The amount to repair or replace it with labor and parts of like kind and quality; or

(2) The Agreed Amount indicated on the Declarations.

However, the most we will pay for loss to:

(1) Any "non-owned auto" which is a trailer is \$1,500.

(2) Electronic equipment that reproduces receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations used by the auto manufacturer for installation of such equipment, is \$3,000.

(3) Electronic equipment that reproduces receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

(4) "Custom Equipment" in or upon "your covered auto" or any "non-owned auto" other than any "Collector Type Vehicle" is \$1,500.

2. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

F. The **Other Sources Of Recovery** Provision is replaced by the following:

Other Sources of Recovery

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

In the event of a single loss, the maximum amount collected from all sources will not exceed the total of the agreed amount.

G. The following are added to **Part D – COVERAGE FOR DAMAGE TO YOUR AUTO**:

Child Safety Restraint System Replacement

If there is a covered loss to "your covered auto," except a loss to window glass, we will pay for the cost to replace a vehicle child safety restraint system used in that vehicle. "Child safety restraint system" means any device, such as an infant carrier, infant or toddler seat, a convertible safety seat, or booster seat located in "your covered auto" at the time of a covered loss which is designed to restrain, seat, or position a child in a vehicle.

Coverage For Accidental Deployment Of An Airbag

We will pay the full cost to repair or replace an airbag system that accidentally deploys and is not caused by a "collision" or "other than collision" loss. We will pay only if your Declarations indicates that "Other Than Collision" coverage is provided for that vehicle.

Multiple Policy Deductibles

If a loss caused by the same accident or loss is covered under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO and a homeowners policy issued by us, where you are a Named Insured, at our option, we will apply only the lowest applicable deductible between the two policies.

Pet Injury

If one or more of your domestic pets, which is not primarily owned or kept for "business," is injured or dies as a result of a covered loss to "your covered auto," we will pay for the necessary, reasonable expenses you incur to treat, euthanize, cremate, bury and replace these pets, up to \$2,000 for any one accident or loss, regardless of the number of pets involved in the accident or loss.

Right Of Salvage

In the event of a total loss, the right of salvage belongs to us.

You may purchase the salvage if you advise us of your intent prior to us making payment to you under the terms of this policy.

Spare Parts

We will pay the amount required to repair or replace "spare parts" up to the amount reflected on your Declarations.

For the purposes of this coverage, "spare parts" means a replacement for an item normally a part of "your covered auto" which is not currently installed or attached to "your covered auto."

Window Glass Coverage

If your Declarations indicate that "Collision" or "Other Than Collision" coverage is provided for "your covered auto," we provide coverage for window glass replacement in the event of a covered loss. No deductible applies if the window glass is repaired rather than replaced.

VI. PART F - GENERAL PROVISIONS

A. The Termination Provision is replaced by the following:

Termination

A. Cancellation

This Policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this Policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known to us:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 30 days' notice in all other cases.

Our notice of cancellation must include a specific explanation of the reason for cancellation.

3. After this Policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto"has been suspended or revoked. This must have occurred during the 12-month period immediately preceding the notice of cancellation; or
 - c. If the Policy was obtained through material misrepresentation.
4. Notification will also be sent to the named insured's broker, if known, or agent of record, if known, and to the loss payee listed on the policy.

B. Nonrenewal

If we decide not to renew or continue this Policy, we will mail notice to the named insured shown in the Declarations at the address last known to us. Notice will be mailed at least 30 days before the end of the policy period and will include a specific explanation of the reasons for nonrenewal. Notification will also be sent to the named insured's broker, if known, or agent of record, if known, and to the last known loss payee. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this Policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this Policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

If this Policy has been in effect for five years or more, we will only nonrenew or refuse to continue the Policy if we:

1. Mail you notice of our intent 60 days prior to the expiration date; or
2. Are otherwise permitted to by Illinois law.

C. Automatic Termination

If we offer to renew or continue and you or your representative does not accept, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto," any similar insurance provided by this Policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to the named insured.

B. The Transfer Of Your Interest In This Policy Provision is replaced by the following:

Transfer Of Your Interest In This Policy

A. Your rights and duties under this Policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving:
 - a. Spouse; or
 - b. Party who has entered into a civil union with the named insured recognized under Illinois law; if a resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a civil union with the named insured as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto."

B. Coverage will only be provided until the end of the policy period.

C. The following provisions are added:

Conformity to state law

If any provision of this policy conflicts with the laws of the state in which you live, this policy is amended to conform to those laws.

Conformity to trade sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other policy provisions apply.

PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

- A.** Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

- B.** "We", "us" and "our" refer to the Company providing this insurance.

- C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.

- E.** "Business" includes trade, profession or occupation.

- F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

- G.** "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

- I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or

2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

- J.** "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision **(J.4.)** does not apply to Coverage For Damage To Your Auto.

- K.** "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. 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 this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 2. Any person using "your covered auto".
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

EXCLUSIONS

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of; that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (**B.3.**) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
 - b. Furnished or available for the regular use of a "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
- a. Competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the auto accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
- 1. Part **B** or Part **C** of this policy; or

- 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:
- 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B.** No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

- 1. Caused by accident; and
- 2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B.** "Insured" as used in this Part means:

- 1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
- 2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.

10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A or Part C of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

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

- B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A.** If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;

- c. Servicing;
- d. Loss; or
- e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:

- a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:

- a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
- b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. Subject to the provisions of Paragraph **A.**, if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

7. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
 - b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
 9. Loss to equipment designed or used for the detection or location of radar or laser.
 10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.
 11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;

- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
- 13. Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. You; or
 - b. Any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - 1. Actual cash value of the stolen or damaged property; or
 - 2. Amount necessary to repair or replace the property with other property of like kind and quality.
 However, the most we will pay for loss to:
 - 1. Any "non-owned auto" which is a trailer is \$1500.
 - 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto";
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and
 - 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - 4. Authorize us to obtain:
 - a. Medical reports; and

- b. Other pertinent records.

- 5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

- 1. Promptly notify the police if a hit-and-run driver is involved.
- 2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage For Damage To Your Auto must also:

- 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
- 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
- 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles;
 - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. A subsequent edition of your policy; or
- 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:

- 1. We agree in writing that the "insured" has an obligation to pay; or
- 2. The amount of that obligation has been finally determined by judgment after trial.

- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph **(A.)** do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A.** This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

- B.** The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:

- (1) If cancellation is for nonpayment of premium; or

- (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

- b. At least 20 days notice in all other cases.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

- a. For nonpayment of premium; or

- b. If your driver's license or that of:

- (1) Any driver who lives with you; or

- (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or

- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

- c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

USAGE REPRESENTATION - ILLINOIS

By accepting this policy you agree that the vehicle(s) described in this policy is (are) maintained primarily for club activities, exhibits, parades or functions of public interest or for occasional pleasure drives. Club activities do not include prearranged or organized racing or any other type of speed or timed event.

Occasional pleasure drives do not include driving to and from work or school. However, if your Declarations shows that Extra Use applies, then occasional pleasure drives include driving to and from work.

You also agree that:

- While not in use, each vehicle insured under this policy will be kept at it's principal storage address in a solidly constructed, completely enclosed and locked structure, unless the company agrees otherwise; and
- Each driver within the household has a regular use vehicle of which they are the primary operator and which has a separate Personal Auto policy in force.

You also acknowledge that:

- It is your responsibility to inform the agent listed on this policy or the company of any change in:
 - Numbers of licensed drivers in the household.
 - Primary operators of vehicles insured under this policy.
 - The number of regular use vehicles available for daily use.
 - Any modifications made to vehicles insured under this policy or any increase or decrease in value of the vehicles insured under this policy; and
- Neither the company nor your agent are responsible for monitoring or changing vehicle values unless you request the change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D – Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL VEHICLE SHARING PROGRAM EXCLUSION ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Part A – Liability Coverage

Part **A** is amended as follows:

The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of:

"Your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

II. Part B – Medical Payments Coverage

Part **B** is amended as follows:

The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

Sustained while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

III. Part C – Uninsured Motorists Coverage

Part **C** is amended as follows:

The following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

By any "insured" while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

IV. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

The following exclusions are added:

We will not pay for:

Loss to "your covered auto" which occurs while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

Loss to, or loss of use of, a "non-owned auto" used by:

- a. You; or
- b. Any "family member";

in connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from you or that "family member", or if otherwise precluded by any state law.

V. Underinsured Motorist Coverage Endorsement

If the Underinsured Motorists Coverage Endorsement is attached to the policy, the following exclusion is added:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

By any "insured" while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – SPECIFIED VEHICLE

All provisions and conditions of the policy apply unless they are altered by this endorsement.

Schedule

Name and Address of Person or Organization:

<Name of Person/Organization>

<Address>

<Address>

<Address>

Vehicle Details	Additional Insured
Year/Make/Model: <Year> <Make> <Model>	< > Liability Coverage
VIN/Serial No.: <Vehicle Identification Number or Serial Number>	< > Physical Damage

- I. In addition to any Additional Interests or Loss Payees shown on your Declarations or elsewhere in this Policy, the persons or organizations shown in the Schedule above have an interest in the vehicle shown in the Schedule above as set forth below.
- II. A person or organization shown in the Schedule above as an Additional Insured for Physical Damage Coverage has an interest under **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** in the vehicle shown in the Schedule above.
- III. If a person or organization is shown in the Schedule above as an Additional Insured for Liability Coverage for a Vehicle shown in the Schedule above, then the following applies to that person or entity organization for the Vehicle:
 - A. The definition of “insured” under **PART A – LIABILITY COVERAGE** is amended to include that person or organization.
 - B. The first sentence of **PART A – LIABILITY COVERAGE, INSURING AGREEMENT** is deleted and replaced with the following:

INSURING AGREEMENT

We will pay damages for “bodily injury” or “property damage” for which the “insured” is legally obligated to pay because of an auto accident involving the vehicle shown in the Schedule.
- IV. If we decide to cancel or not to renew this policy, the persons or entities shown in the Schedule will be notified in writing.

All other provisions of the policy apply.

PERSONAL LINES ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance provided by the policy for bodily injury, property damage, and medical payments liability shall also apply to those named below as insured. The addition of their interest or interests shall not increase the limits of the company's liability.

ADDITIONAL INTEREST

_____	_____
_____	_____
_____	_____
_____, _____	_____
_____	_____
_____	_____
_____	_____
_____, _____	_____
_____	_____
_____	_____
_____	_____
_____, _____	_____
_____	_____
_____	_____
_____	_____
_____, _____	_____
_____	_____
_____	_____
_____	_____
_____, _____	_____

AUTOMOBILIA COVERAGE

SCHEDULE

COVERAGE	Limit Of Insurance
Automobilia Coverage: <input type="checkbox"/> Breakage Coverage Applies <input type="checkbox"/> Windstorm, Hurricane Or Tornado Exclusion	\$

A. Property Covered

"We" cover non-vehicle collectibles (automobilia) that are owned by "you" and displayed with "your covered auto". Non-vehicle collectibles (automobilia) includes, but is not limit to, signs; gas pumps; toy replicas; special equipment; and special tools.

B. Perils Insured Against

"We" insure against risk of direct physical loss to covered property.

"We" do not insure:

1. Loss caused by wear and tear, deterioration, inherent vice or any quality in property that causes it to damage or destroy itself;
2. Loss caused by insects or vermin;
3. Loss caused by any repairing, restoration or retouching process; and
4. Breakage. However, "we" do insure breakage caused by:
 - a. Fire or lightning;
 - b. Explosion, aircraft or collision;
 - c. Windstorm, earthquake or flood;
 - d. Malicious damage or theft; or
 - e. Derailment or overturn of a conveyance.

C. Limit Of Insurance

The most "we" will pay for loss or damage to non-vehicle collectibles (automobilia) is the Limit of Insurance shown in the Schedule above. No deductible applies to loss or damage.

D. Options

One or more of the following options apply to this endorsement **only** if the box for that option is checked in the Schedule above.

1. Breakage Of Fragile Articles Coverage

The preclusion of coverage under **Perils Insured Against** in Paragraph **B.4.** above does not apply to non-vehicle collectibles (automobilia).

2. Windstorm, Hurricane Or Tornado Exclusion

We do not insure for loss caused directly or indirectly by windstorm, hurricane or tornado to non-vehicle collectibles (automobilia).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DAMAGE TO YOUR AUTO
(MAXIMUM LIMIT OF LIABILITY)****SCHEDULE**

Description of Vehicle	Limit of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____

NOTICE

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability provision below.

With respect to the Coverage(s) shown as applicable to a vehicle described in the Schedule or in the Declarations, the Limit of Liability provision in Part D is replaced by the following:

LIMIT OF LIABILITY

- A.** Our limit of liability for loss will be the lesser of the:
1. Amount shown in the Schedule or in the Declarations.
 2. Actual cash value of the stolen or damaged property; or
 3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

- B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

POLICY NUMBER:

PERSONAL AUTO
PP 33 05 09 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULL SAFETY GLASS COVERAGE

SCHEDULE

Description Of Your Covered Auto	Full Safety Glass Coverage Premium
	\$
	\$
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The provisions of the Policy apply unless modified by this endorsement.

The following is added to the first paragraph of the **Insuring Agreement** in Part **D**:

We will pay under Other Than Collision Coverage for the cost of repairing or replacing damaged safety glass on "your covered auto" without application of a deductible.

We will pay only if:

1. The Declarations indicates that Other Than Collision Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in the Schedule or in the Declarations for "your covered auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED INTERNATIONAL COVERAGE

SCHEDULE

Description of "Your Covered Auto"	Time Limitation		Foreign Country
	From:	To:	
	From:	To:	
	From:	To:	
	From:	To:	

I. Part D - Coverage For Damage To Your Auto

The following coverage is added:

Limited International Coverage

A. We will pay for direct and accidental loss to "your covered auto" shown in the Schedule while located in a foreign country. We will only pay for loss to "your covered auto":

1. While "your covered auto" is located in the foreign country indicated in the Schedule; and
2. During the limitation of time indicated in the Schedule.

The expiration or cancellation of the policy to which this endorsement is attached will reduce the limitation of time indicated in the Schedule, unless the policy is renewed or reinstated by us.

B. In determining the amount, if any, that we will pay for loss, we will deduct an amount equal to 1% of the Agreed Amount indicated on the Declarations applicable to the vehicle that has sustained loss, subject to a minimum of \$1,000.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – ILLINOIS

SCHEDULE

Description Of Vehicle	Premium For Property Damage Uninsured Motorists Coverage	Limit Of Liability
	\$	\$ 15,000
	\$	\$ 15,000
	\$	\$ 15,000
Coverage is subject to a \$250 Deductible.		

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

- A.** We will pay compensatory damages which you are legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "property damage" caused by an accident arising out of actual physical contact with "your covered auto." The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle."

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

- B.** "Property damage" as used in this endorsement means injury to or destruction of "your covered auto." However, "property damage" does not include:

1. Loss of use of "your covered auto"; or
2. Damage to personal property contained in "your covered auto" other than a child restraint system that:
 - a. Meets the applicable standards of the Illinois Child Passenger Protection Act; and
 - b. Was in use by the child at the time of the accident for which this coverage applies.

- C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy affording coverage for "property damage" applies at the time of the accident.

2. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident. In this case, its limit for property damage liability must be less than the minimum limit for property damage liability specified by the financial responsibility law of Illinois.

3. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any "family member."
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "property damage":

1. If you or your legal representative settles the "property damage" claim and such settlement prejudices our right to recover payment.

2. When "your covered auto" is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This Exclusion (A.2.) does not apply to a share-the-expense car pool.

3. For the first \$250 of the amount of the "property damage" to each of "your covered autos" as the result of any one accident.
 4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.
 5. If the owner or operator of the "uninsured motor vehicle" cannot be identified.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer of the property.
- C.** We do not provide Property Damage Uninsured Motorists Coverage for punitive or exemplary damages.
- D.** We do not provide Uninsured Motorists Coverage for "property damage" sustained while your "your covered auto" is:
1. On a racetrack, test track or other course of any kind; or
 2. Engaged in racing, including but not limited to:
 - a. Participating in, competing in, practicing or preparing for any prearranged or organized:
 - 1) Racing, speed contest;
 - 2) Pulling contest or exhibition, including, but not limited to, pulling a weighted sled or trailer; or
 - 3) Timed event of any kind, including high performance driver education (HPDE) events; or
 - b. Participating in a prearranged or organized performance or instructor led racing driving school.

This Exclusion (D.2.) does not apply to timed events, rallies held in whole or part on public roads where traffic laws, including speed limits are enforced during the timed event or rally.

LIMIT OF LIABILITY

- A.** Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:

1. The limit of liability shown in the Schedule or in the Declarations; or

2. The actual cash value of "your covered auto."

This is the most we will pay, regardless of the number of:

1. Claims made;
2. Vehicles or premiums shown in the Schedule or Declarations; or
3. Vehicles involved in the accident.

- B.** An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

OTHER INSURANCE

If there is other applicable insurance that is similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other such collectible insurance.

ARBITRATION

- A.** If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this endorsement; or

2. As to the amount of damages;

the "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

- B.** Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

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

ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking coverage under this endorsement must also:

1. Promptly send us copies of the legal papers if a suit is brought.
2. Provide us with:
 - a. The name and address of the owner of the "uninsured motor vehicle"; or
 - b. The registration number or description of such vehicle; or

- c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY CONVEYANCE EXCLUSION ENDORSEMENT

The provisions of the Policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A – Liability Coverage

Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.5.**) does not apply to a share-the-expense car pool.

III. Part B – Medical Payments Coverage

Exclusion **2.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**2.**) does not apply to a share-the-expense car pool.

IV. Part D – Coverage For Damage To Your Auto

Exclusion **1.** is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**1.**) does not apply to a share-the-expense car pool.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROADSIDE ASSISTANCE COVERAGE ENDORSEMENT

ROADSIDE ASSISTANCE COVERAGE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

If Roadside Assistance is shown on your Declarations, we will pay the one way, reasonable and necessary cost to tow "your covered auto" or a "non-owned auto" to the nearest repair facility up to 200 miles from where such auto became disabled.

We will also pay for the necessary emergency road service labor costs performed at the place where such auto became disabled. This includes:

- Jump-starts
- Tire change
- Emergency fuel delivery
- Winching
- Up to \$125 for lockout assistance/mobile locksmith services

Coverage applies to each auto for which a premium for Roadside Assistance is shown on your Declarations.

Your deductible does not apply to Roadside Assistance Coverage.

All other provisions of the policy apply.

POLICY NUMBER:

PERSONAL AUTO
PP 03 09 01 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE LIABILITY LIMIT

SCHEDULE

Liability Coverage	\$ _____ each accident
---------------------------	------------------------

Paragraph **A.** of the **Limit Of Liability** Provision in Part **A** is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNDERINSURED MOTORISTS LIMIT

SCHEDULE

Underinsured Motorists Coverage

\$ _____ each accident

Paragraph **A.** of the **Limit Of Liability** Provision in the Underinsured Motorists Coverage Endorsement is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages because of "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the Policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNINSURED MOTORISTS LIMIT**SCHEDULE****Uninsured Motorists Coverage****\$ _____ each accident**

Paragraph **A.** of the **Limit Of Liability** Provision in Part **C** is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

TOWING AND LABOR COSTS COVERAGE

SCHEDULE

Description of Your Covered Auto	Limit of Towing and Labor Costs Coverage	Premium
	\$	\$
	\$	\$
	\$	\$

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Schedule or in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Schedule or in the Declarations. We will only pay for labor performed at the place of disablement.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRIP INTERRUPTION COVERAGE

SCHEDULE

Description Of Your Covered Auto(s)	Trip Interruption Coverage Premium
	\$
	\$
	\$

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

With respect to a "your covered auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Trip Interruption Coverage is afforded, we will pay, without application of a deductible, up to a maximum limit of \$600 for reasonable:

1. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of "your covered auto".
2. Expenses incurred by you for lodging and meals in the event of:
 - a. Direct and accidental loss to "your covered auto" caused by "collision" or other than "collision"; or
 - b. Mechanical or electrical breakdown of "your covered auto".

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from home; and
2. The "your covered auto" is withdrawn from use for at least 24 hours.

LIMIT OF LIABILITY

- A. Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:
1. Resume travel under a prearranged itinerary; or
 2. Return home.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part D of the policy.

OTHER SOURCES OF RECOVERY

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- A. Any coverage provided by:
1. Vehicle warranties;
 2. Automobile clubs; or
 3. Mechanical breakdown or similar plans; or
- B. Any other source of recovery applicable to the loss.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUST ENDORSEMENT**SCHEDULE**

Name Of Trust	Name(s) And Address(es) Of Trustee(s) (If other than the Named Insured shown in the Declarations)

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following is added to Paragraph **C.** of the **Definitions** Section:

For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if title is transferred to the trust shown in the Schedule or in the Declarations.

II. Part F – General Provisions

Part **F** is amended as follows:

The following is added to the Termination provision:

If this policy is terminated, notice will also be mailed to the Trustee(s) shown in the Schedule or in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE – ILLINOIS

SCHEDULE

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ Each Person	\$	\$	\$
\$ Each Accident			

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured" while "occupying" "your covered auto"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle."

We will pay under this coverage only after the limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements, unless:

1. We have been given written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that settlement; or
2. We and an "insured" have reached a "settlement agreement."

B. "Insured" as used in this endorsement means any person "occupying" "your covered auto."

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is either:

1. Less than the limit of liability for this coverage;
or

2. Reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.

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

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Illinois.
2. Owned by or furnished or available for the regular use of you or any "family member."
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

D. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving the "underinsured motor vehicle."

E. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement shall be final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle."

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained while "occupying" any vehicle other than "your covered auto."

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This Exclusion (B.1.) does not apply to a share-the-expense car pool.

2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.

3. While "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time an auto not owned by, or furnished or available for the regular use of, you or any "family member" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto.

However, this exclusion (B.3.) does not apply to:

- a. A share-the-expense car pool; or
- b. You or any "family member."

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

E. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by an "insured" "occupying" "your covered auto" while:

1. On a racetrack, test track or other course of any kind; or

2. Engaged in racing, including but not limited to:

a. Participating in, competing in, practicing or preparing for any prearranged or organized:

1) Racing, speed contest;

2) Pulling contest or exhibition, including, but not limited to, pulling a weighted sled or trailer; or

3) Timed event of any kind, including high performance driver education (HPDE) events; or

b. Participating in a prearranged or organized performance or instructor led racing driving school.

This Exclusion (E.2.) does not apply to timed events, rallies held in whole or part on public roads where traffic laws, including speed limits are enforced during the timed event or rally.

LIMIT OF LIABILITY

A. The Limit Of Liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Schedule or Declarations; or
- 4. Vehicles involved in the accident.

- B.** Except in the event of a "settlement agreement," the limit of liability for this coverage shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of this Policy.
- C.** In the event of a "settlement agreement," the maximum limit of liability for this coverage shall be the amount by which the limit of liability for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."
- D.** The limit of liability for this coverage shall be reduced by all sums:
1. Paid or payable because of the "bodily injury" under any automobile medical payments coverage. This includes all sums paid under Part **B** of this Policy.
 2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
- However, this paragraph (**D.2.**) shall not apply to disability benefits received under the federal Social Security Act.
- E.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this Policy.
- F.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

However, this paragraph (**G.**) shall not apply to disability benefits received under the federal Social Security Act.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this Policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A.** If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this endorsement; or
 2. As to the amount of damages;
- either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.
- B.** We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible up to the amount by which the "insured's" recovery exceeds the statutory minimum for:
1. Payment of his or her expenses; and
 2. An equal share of the third arbitrator's expenses.
- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and

2. The amount of damages. This applies only if the amount does not exceed the lesser of:

- a. \$75,000 for "bodily injury" to any one person in any one accident.

Subject to this limit per person, \$150,000 for "bodily injury" to two or more people in any one accident; or

- b. The limits for "bodily injury" shown in the Schedule or in the Declarations.

If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES

Any person seeking coverage under this endorsement must also:

1. Give us written notice of a "tentative settlement" and allow us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle."
2. File suit against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement." Such suit cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle."
3. Promptly send us copies of the legal papers if a suit is brought.

PART F – GENERAL PROVISIONS

The **Our Right To Recover Payment** Provision is replaced by the following with respect to Underinsured Motorists Coverage:

Our Right To Recover Payment

- A. If we make a payment under this Policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 1. Whatever is necessary to enable us to exercise our rights; and

2. Nothing after loss to prejudice them.

However, our rights in this paragraph **(A.)** do not apply if we:

1. Have been given written notice of a "tentative settlement"; and
2. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification.

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

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage.
2. We also have a right to recover the advanced payment.

- B. If we make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

However, in the event of a "settlement agreement," we shall be entitled to a recovery under Paragraphs **A.** and **B.** only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."