

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

FIRST CHICAGO INSURANCE )  
COMPANY, )

Plaintiff, )

Case No.: 2025 CH 05624

v. )

PANFILO JESUS CORDERO DIAZ, )  
PROGRESSIVE UNIVERSAL )  
INSURANCE COMPANY a/s/o LAUREN )  
MAGANA, LAUREN MAGANA, )  
GEICO CASUALTY COMPANY a/s/o )  
GERALD J. KLEIN, GERALD J. KLEIN, )  
SAFEWAY INSURANCE COMPANY )  
a/s/o JUANA TELLEZ-GARCIA, JUANA )  
TELLEZ- GARCIA, AMERICAN )  
ALLIANCE INSURANCE COMPANY )  
a/s/o CIRO PINEDA ENRIQUEZ, and )  
CIRO PINEDA ENRIQUEZ, )

Defendants. )

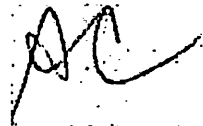
**ORDER**

This cause coming to be heard on First Chicago Insurance Company's Motions for Leave to Serve Defendant Panfilo Jesus Cordero Diaz by Publication and to Default Defendant Lauren Magana, counsel for First Chicago Insurance Company being present via Zoom, due notice having been given, and the Court being duly advised in the premises therein, IT IS HEREBY ORDERED:

1. Plaintiff's initial Motion to Default Defendant Lauren Magana is withdrawn;
2. Plaintiff's subsequent Amended Motion to Default Defendant Lauren Magana is granted;
3. Defendant Lauren Magana is hereby found by the Court to be in default in this matter;
4. Plaintiff's Motion for Leave to Serve Defendant Panfilo Jesus Cordero Diaz by Publication is granted pursuant to 735 ILCS 5/2-203.1;
5. Defendant Panfilo Jesus Cordero Diaz is to be served with Plaintiff's Second Amended Complaint via a publication circulation in Chiapas, Mexico, with

- supplemental copies of the Second Amended Complaint to be texted to him by cell phone and issued to his former Illinois residence via regular mail by Plaintiff's process server; and
6. The pending May 8, 2026 status date for this matter is hereby stricken and the matter is continued for status on service to June 24, 2026 at 9:30 a.m. via Zoom (Meeting ID: 974 5431 3798; Password: 501494) or in person.

IT IS SO ORDERED.



ENTERED: Cal 4 phone number: (312) 603-4158  
CCC.ChanceryCalendar4@CookCountyIL.gov

JUDGE CONLON

Cal 4 – Phone No. (312) 603-4158

CCC.ChanceryCalendar4@CookCountyIL.gov

**ENTERED**  
Judge Alison C. Conlon-2140

Prepared by:  
Brandt T. Miller  
HeplerBroom, LLC  
70 West Madison Street, Suite 2600  
Chicago, IL 60602  
312-230-9100  
Firm No.: 43866  
[brandt.miller@heplerbroom.com](mailto:brandt.miller@heplerbroom.com)  
*Attorney for First Chicago Insurance Company*

**APR 22 2026**

**MARIYANA T. SPYROPOULOS**  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL





EWM

05132-170126

Atty No.: 43866

**IN THE CIRCUIT COURT OF THE COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED  
10/21/2025 4:01 PM  
Mariyana T. Spyropoulos  
CIRCUIT CLERK  
COOK COUNTY, IL  
2025CH05624  
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FIRST CHICAGO INSURANCE )  
COMPANY, )  
 )  
Plaintiff, )

Case No.: 25 CH 05624

v. )  
 )  
PANFILO JESUS CORDERO DIAZ, )  
PROGRESSIVE UNIVERSAL )  
INSURANCE COMPANY a/s/o LAUREN )  
MAGANA, LAUREN MAGANA, )  
GEICO CASUALTY COMPANY a/s/o )  
GERALD J. KLEIN, GERALD J. KLEIN, )  
SAFEWAY INSURANCE COMPANY )  
a/s/o JUANA TELLEZ-GARCIA, JUANA )  
TELLEZ- GARCIA, AMERICAN )  
ALLIANCE INSURANCE COMPANY )  
a/s/o CIRO PINEDA ENRIQUEZ, and )  
CIRO PINEDA ENRIQUEZ, )  
 )  
Defendants. )

**SECOND AMENDED COMPLAINT FOR DECLARATORY RELIEF**

NOW COMES the Plaintiff, FIRST CHICAGO INSURANCE COMPANY ("First Chicago") by and through its attorneys, HeplerBroom, LLC, and for its Second Amended Complaint for Declaratory Relief against the Defendants, states and alleges as follows:

1. This is an action based upon an insurance contract, the underwriting and acceptance of which took place in Cook County, Illinois.

2. On or about June 29, 2024, and at all times relevant herein, First Chicago was an insurance company with its principal place of business and corporate headquarters in Cook County, State of Illinois, and was duly licensed to underwrite policies of automobile insurance, and to sell such policies and coverage to members of the public in the State of Illinois.

3. On or about June 29, 2024, and at all times relevant herein, Panfilo Jesus Cordero Diaz ("Diaz") was an Illinois resident who lived and resided at 500 West Touhy Avenue, Lot 19C, Des Plaines, Illinois 60018-6214, or at 535 Hill Drive, Apt. 302, Hoffman Estates, Illinois 60169.

FILED 10/21/2025 4:01 PM MARIYANA T. SPYROPOULOS

4. On or about June 29, 2024, and at all times relevant herein, Progressive Universal Insurance Company a/s/o Lauren Magana ("Progressive") was an insurance company licensed to transact business in the State of Illinois.

5. On or about June 29, 2024, and at all times relevant herein, Lauren Magana ("Magana") was an Illinois resident who lived and resided at 2016 W. Algonquin Rd., Unit 10A, Mount Prospect, IL 60056.

6. On or about June 29, 2024, and at all times relevant herein, Geico Casualty Company a/s/o Gerald J. Klein ("Geico") was an insurance company licensed to transact business in the State of Illinois.

7. On or about June 29, 2024, and at all times relevant herein, Gerald J. Klein ("Klein") was an Illinois resident who lived and resided at 1300 N. Pebble Beach Circle, Unit 104, Glendale Heights, Illinois 60139.

8. On or about June 29, 2024, and at all times relevant herein, Safeway Insurance Company a/s/o Juana Tellez-Garcia ("Safeway") was an insurance company licensed to transact business in the State of Illinois, and was located at 790 Pasquinelli Drive, Westmont, Illinois 60559.

9. On or about June 29, 2024, and at all times relevant herein, Juana Tellez-Garcia ("Tellez-Garcia") was an Illinois resident who lived and resided at 2020 W. Algonquin Rd., Unit 5B, Mount Prospect, IL 60056.

10. On or about June 29, 2024, and at all times relevant herein, American Alliance Insurance Company a/s/o Ciro Pineda Enriquez ("AAIC") was an insurance company licensed to transact business in the State of Illinois.

11. On or about June 29, 2024, and at all times relevant herein, Ciro Pineda Enriquez ("Enriquez") was an Illinois resident who lived and resided at 624 W. Pickwick Ct., Apt. GW, Mount Prospect, IL 60056.

12. On or about June 29, 2024, and at all times relevant herein, Diaz was the named insured on a policy of insurance, the inception of which was pursuant to an application for a contract of insurance submitted to First Chicago, approved, underwritten and accepted in Cook County, State of Illinois, under policy no. ILS 935710-00 (the "First Chicago policy"), with coverage as stated therein, subject to the terms, conditions, exclusions and associated obligations as so stated therein. A copy of the First Chicago policy is attached hereto as Exhibit A.

13. On or about June 29, 2024, and at all times relevant herein, the First Chicago policy purported to provide coverage to a 2016 Dodge Ram 1500 (the "Diaz vehicle"), subject to the terms, conditions, exclusions and associated obligations as so stated therein. See Exhibit A.

14. It is alleged that on June 29, 2024, while driving the Diaz vehicle, Diaz was involved in a motor vehicle accident at or near 2016 West Algonquin Road, Mount Prospect, Cook

County, Illinois, with the parked, unoccupied vehicles owned and/or insured by Magana, Progressive, Klein, Tellez-Garcia, Safeway, and Enriquez (the "alleged motor vehicle accident").

15. As a result of the alleged motor vehicle accident of June 29, 2024, Safeway filed a lawsuit in the Circuit Court of Cook County, Illinois, as subrogee of Tellez-Garcia (the "Safeway lawsuit"). See Exhibit B.

16. As a further result of the alleged motor vehicle accident of June 29, 2024, Progressive made a subrogation claim against First Chicago on behalf of its insured, Magana. See Exhibit C.

17. That, on June 29, 2024, and at all relevant times herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended. See Exhibit D.

18. That the First Chicago policy states, in relevant part, as follows:

**PART - LIABILITY  
COVERAGES A & B**

**INSURING AGREEMENT**

Coverage A — Bodily Injury Liability

Coverage B — Property Damage Liability

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

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

**EXCLUSIONS**

This policy does not apply under Part I:

(t) to bodily injury or property damage arising out of the use by any person of a motor vehicle without the reasonable belief that the person is entitled to do so.

(v) to bodily injury or property damage arising out of the operation by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges;

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**PART VI - PHYSICAL DAMAGE COVERAGE  
COVERAGES G, H, I, J & K**

**COVERAGE H - COLLISION  
INSURING AGREEMENT**

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

**EXCLUSIONS**

This policy does not apply under Part VI for Coverages G, H, I, J & K:

(q) arising out of the ownership, maintenance or use of any vehicle by any person, including an insured person, who is not a properly licensed driver, or is in violation of any condition of their driving privileges;

**COUNT I  
LIABILITY COVERAGE IS EXCLUDED UNDER THE  
FIRST CHICAGO POLICY**

19. First Chicago repeats and realleges its allegations in Paragraphs 1 through 16 as its Paragraph 17 of this Count I as though each paragraph were repeated and restated, verbatim, herein.

20. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, Diaz lacked the requisite reasonable belief that he was entitled to drive or operate the Diaz vehicle on June 29, 2024, or at any time relevant herein.

21. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, Diaz was not a properly licensed driver and/or was in violation of any condition of his driving privileges.

22. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, liability coverage is specifically excluded under the First Chicago policy for and in connection with the alleged motor vehicle accident of June 29, 2024.

23. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, First Chicago has and owes no duty to defend or indemnify Diaz for or in connection with the alleged motor vehicle accident of June 29, 2024, or the Safeway lawsuit.

24. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, no Defendant is entitled to any recovery under the First Chicago policy for or in connection with the alleged motor vehicle accident of June 29, 2024 described herein.

25. That an actual controversy exists between First Chicago and the Defendants, and, by the terms and provisions of Section 2-701 of the Illinois Compiled Statutes, 735 ILCS 5/2-701, this Court is vested with the power to declare and adjudicate the rights and liabilities of the parties hereto, and to give such other and further relief as it deems necessary under the facts and circumstances herein.

**COUNT II  
PHYSICAL DAMAGE COVERAGE IS EXCLUDED  
UNDER THE FIRST CHICAGO POLICY**

26. First Chicago repeats and realleges its allegations in Paragraphs 1 through 16 as its Paragraph 24 of this Count II as though each paragraph were repeated and restated, verbatim, herein.

27. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, Diaz was not a properly licensed driver and/or was in violation of any condition of his driving privileges.

28. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, Physical Damage Coverage is specifically excluded under the First Chicago Policy for and in connection with the alleged motor vehicle accident.

29. That because, on June 29, 2024, and at all times relevant herein, Diaz did not possess a valid, or any, driver's license, and his driving privileges, if any, were suspended, First Chicago has and owes no duty to provide Physical Damage Coverage to, for or on behalf of Diaz for and in connection with the alleged motor vehicle accident.

30. That an actual controversy exists between First Chicago and the Defendants, and, by the terms and provisions of Section 2-701 of the Illinois Compiled Statutes, 735 ILCS 5/2-701, this Court is vested with the power to declare and adjudicate the rights and liabilities of the parties hereto, and to give such other and further relief as it deems necessary under the facts and circumstances herein.

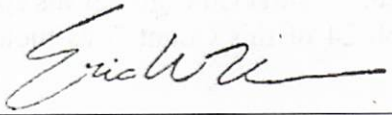
WHEREFORE, the Plaintiff, FIRST CHICAGO INSURANCE COMPANY, respectfully requests that this Court will make the following findings:

1. That the First Chicago Insurance Company policy of insurance, policy no. ILS 935710-00, does not apply to provide coverage to or for the alleged motor vehicle accident of June 29, 2024, and that, accordingly, First Chicago Insurance Company has and owes

no duty to defend or indemnify Panfilo Jesus Cordero Diaz for or in connection with the alleged motor vehicle accident of June 29, 2024, or the Safeway lawsuit;

2. That First Chicago Insurance Company does not owe any coverage or benefits to any Defendant for any claims arising out of the alleged motor vehicle accident of June 29, 2024;
3. That none of the Defendants can take any benefit from First Chicago Insurance Company policy no. ILS 935710-00; and
4. For any such other and further relief as this Court deems just and appropriate in the circumstances.

Respectfully Submitted,

By:   
\_\_\_\_\_  
Attorney for Plaintiff

Eric W. Moch  
HeplerBroom, LLC  
70 W. Madison Street, Suite 2600  
Chicago, IL 60602  
Tele: (312) 230-9100  
[Eric.Moch@heplerbroom.com](mailto:Eric.Moch@heplerbroom.com)  
#43866



A Proud Member of the Warrior Insurance Network

March 19, 2025

To Whom It May Concern:

This is to certify that policy number ILS 935710-00- PANAFILO JESUS CORDERO DIAZ was issued with effective dates from 01/24/2024 to 07/24/2024. The policy limits are:

Bodily Injury Liability	\$25,000 per person / \$50,000 per accident
Property Damage Liability	\$20,000 per accident
Uninsured Motorists Bodily Injury	\$25,000 per person / \$50,000 per accident
Underinsured Motorists Bodily Injury	\$25,000 per person / \$50,000 per accident
Other Than Collision	V1 - \$1,000 ded
Collision	V1 - \$1,000 ded

Enclosed is a true and accurate copy of the policy and declarations page for ILS 935710-00.

Sincerely,

Heather Fallin  
Vice President - Personal Lines Underwriting  
First Chicago Insurance Company

**EXHIBIT**

**A**



Illinois Maverick Auto Program  
 PO BOX 389508  
 CHICAGO, IL 60638-9508

POLICY NUMBER: ILS 935710-00

DATE PROCESSED: 01/25/2024

POLICY PERIOD

EFFECTIVE: 01 24 2024

EXPIRATION: 07 24 2024 12:01 AM

This policy was bound on 01/24/2024 at 11:30 AM

**COVERAGE PROVIDED IN THE PERSONAL CAR**

**POLICY DECLARATIONS**

This declarations is subject to all of the terms and conditions of the Policy and shall continue in force for the period shown provided the required premium is paid.

NAMED INSURED(S)/CONTENTS PLUS ENDORSEMENT	PRODUCER
PANAFILO JESUS CORDERO DIAZ 500 W TOUHY AVE LOT 19C DES PLAINES, IL 60018-6214	INSURE NOW INC 4524601-00 782 W OAKTON ST STE B DESPLAINES, IL 60018 (847) 758-9512




VEHICLE(S)														
VEH #	STATE	CLASS	TERR	TOTAL PTS	VEHICLE SURCHARGE	Usage	ACV	SYM	COLL SYM	COMP SYM	AGE	MODEL YEAR	MAKE/MODEL/BODY TYPE	VEHICLE IDENTIFICATION NUMBER
1	IL	34SM	39312	0	0		22837	29	28	29	8	2016	RAM PICKUP 1500 QUAD CAB - PICKUP LTE1	1C6RR6GG6GS221417

LOSS PAYEE / ADDITIONAL INTEREST			
VEHICLE # / PROPERTY	TYPE	LIENHOLDER	LOAN NUMBER

DRIVERS									
Drv #	Name	DOB	Age	Marital / CU Status	Sex	Driver's License #	License State	Points	Surcharges
1	PANAFILO JESUS CORDERO DIAZ	03/24/1989	34	S	M	NOLICENSE	NO	1	0

CURRENT COVERAGES*				
*Subject to all of the terms and conditions of the applicable Policy/Endorsements. Coverages may not be stacked.				
Coverages	Limits Of Liability	[Veh 1]	[ ]	[ ]
Bodily Injury Liability	\$ 25,000 per person/ \$ 50,000 per accident	\$ 168		
Property Damage Liability	\$ 20,000 per accident	\$ 234		
Uninsured Motorists - BI	\$ 25,000 per person / \$ 50,000 per accident	\$ 57		
Underinsured Motorists - BI	\$ 25,000 per person / \$ 50,000 per accident	INCL.		
Other Than Collision	V1 - \$ 1,000 Ded	\$ 70		
Collision	V1 - \$ 1,000 Ded	\$ 332		
	Vehicle Totals	\$ 861		
FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY: PA017-B Ed. 09-23, PA014-A Ed. 09-23, FCMSMP09010116		TOTAL PREMIUMS \$ 861.00 ALL FEES \$ 2.50 TOTAL POLICY PREMIUM \$ 863.50		
DISCOUNTS/SURCHARGES: Anti-Theft Discount (Lvl 3)				

ILDECEN-A Ed. 07-23

Illinois Auto Programs   		PO BOX 389508 CHICAGO, IL 60638-9508 888-262-8864 <input checked="" type="checkbox"/> Symbol Rated <input type="checkbox"/> Value Rated	<b>AUTOMOBILE APPLICATION</b> Producer Name: INSURE NOW INC Address: 782 W OAKTON ST STE B City, State, ZIP: DESPLAINES, IL 60018 Phone Number: (847) 758-9512 Producer Code: 4524601
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<b>POLICY INFORMATION</b>		<b>PRIOR INSURANCE INFORMATION</b>	
Effective Date	01/24/24	Time	11:30 AM
Expiration Date	07/24/24	Time	12:01 AM
Policy Term	6	Policy Number	ILS 936710-00
		Company	NO PRIOR
		Expiration Date	
		Policy Number	

Coverage is bound no earlier than 11:30AM the date received by Company (premium or deposit must be enclosed) unless prior arrangements are made with Company.

<b>APPLICANT INFORMATION</b>		<b>AUTO/GARAGE INFORMATION (if different from mailing address)</b>	
Named Insured	PANAFILO JESUS CORDERO DIAZ	Address:	500 W TOUHY AVE LOT 19C
Mailing Address	500 W TOUHY AVE LOT 19C	City, State, ZIP:	DES PLAINES, IL 60018
City, State, ZIP	DES PLAINES, IL 60018-6214	<b>CONTENTS PLUS RENTERS ENDORSEMENT INFORMATION (if information is different from mailing address)</b>	
Home Phone	(331) 296-9006	Address:	
Work Phone		City, State, ZIP:	
Email Address			

**DRIVER(S)** The Applicant warrants that: 1) All drivers in the household over the age of 15 have been listed on this application and 2) All possible drivers even those that may operate the Applicant's vehicle(s) on an irregular or infrequent basis have been listed on this application. The Applicant understands that failure to list all drivers and household members is a material misrepresentation of the policy contract.

Initials \_\_\_\_\_

Name	DOB	Sex	Marital/Civil Union Status	Relation	License #	ST	Points	SR 22
PANAFILO JESUS CORDERO DIAZ	03/24/89	M	S	INSURED	NOLICENSE	NO	1	N

Name	Employer	Street	City	ST	ZIP	Occupation
PANAFILO JESUS CORDERO DIAZ	CS PAINTING		DES PLAINES	IL	60018	Unemployed

Dr #	Date	Description	Dr #	Date	Description

Yr.	Make/Model/Style	VIN	Sym	Comp Sym	Coll Sym	Anti Theft	Usage	ACV	Ter	Class
2016	RAM / PICKUP 1500 QUAD CAB / PICKUP LTE1	1C6RR6GG6GS221417	29	29	28	Y	Basic	22837	39312	34SM

Vehicle/Property	Name	Street	City	ST	ZIP

COVERAGES	LIMITS OF LIABILITY	Veh 1	DISCOUNTS
Bodily Injury Liability	\$ 25,000 per person / \$ 50,000 per accident	\$ 168	Anti-Theft Discount (Lvl 3)
Property Damage Liability	\$ 20,000 per accident	\$ 234	
Uninsured Motorists - BI	\$ 25,000 per person / \$ 50,000 per accident	\$ 57	
Underinsured Motorists - BI	\$ 25,000 per person / \$ 50,000 per accident	INCL.	
Other than Collision	V1 - \$ 1,000 Ded	\$ 70	
Collision	V1 - \$ 1,000 Ded	\$ 332	
<b>VEHICLE TOTALS</b>		<b>\$ 861</b>	

All Fees \$ 2.50  
Total Premium \$ 883.50

**PAYMENT METHOD**  
Direct Bill:  
Down Pay & Add'l 4 Payments

Name Insured: **PANAFILO JESUS CORDERO DIAZ**

Policy Number: **ILS 935710-00**

**Underwriting Questions**  
**Explain all "Yes" responses in remarks section**

- 1.) Does the Applicant, any scheduled drivers, and/or insured vehicles travel and/or reside outside the policy state more than one month per year? YES  NO
- 2.) Are any driver(s) not properly licensed? (If "Yes" explain) YES  NO
- 3.) Have any possible drivers, even those that may operate your vehicle on an irregular or infrequent basis, NOT been listed on this application or in the Remarks section? YES  NO
- 4.) Has any driver been convicted of a motor vehicle felony, manslaughter or reckless homicide, or had license cancelled, suspended or revoked? (If "Yes" explain) YES  NO
- 5.) Is any household resident over the age of 15 not listed on this application or in the Remarks section? (This also includes youthful operators who are resident students at school.) YES  NO
- 6.) Has any married insured not listed their spouse on the drivers section of the policy or excluded the spouse with a signed endorsement? (If "Yes" explain) YES  NO
- 7.) Is any vehicle used for business? (If "Yes", please explain and list all employees.) YES  NO
- 8.) Does any vehicle have any existing physical damage, including glass breakage? (If "Yes" explain) YES  NO
- 9.) Are any vehicles located at an address different from the garaging address listed on the application? (If "Yes" explain) YES  NO
- 10.) Does any vehicle have special equipment i.e. special paint, sound system or other customizations? (If "Yes" explain) YES  NO
- 11.) Do you own any other vehicles not listed on this application? (If "Yes" explain) YES  NO
- 12.) Is any vehicle not solely titled to Applicant's name? Any co-owner and/or co-signer must be disclosed. (If "Yes" explain) YES  NO
- 13.) Have any accidents or moving violations for any drivers, including those involving a parked car or hit and run, in the past 3 years NOT been listed on the application? YES  NO
- 14.) Does any driver have, or in the past 3 years, has any driver been treated for a physical or mental condition that might affect the driver's ability to safely operate a motor vehicle? If "Yes", submit a complete Medical Authorization/Physicians report. We do not discriminate against qualified drivers with disabilities. YES  NO
- 15.) Has any vehicle been modified? (If "Yes" explain) YES  NO
- 16.) Is any vehicle used as a public or livery conveyance, including any use of the vehicle in conjunction with any transportation network applications or companies (TNC) or as they are sometimes also known as rideshare applications or companies, pertaining exclusively to the transportation of individuals for a fee? (If "Yes", list the average verifiable hours worked per week over the past 90 days.)  
( ) 18 hours or less ( ) More than 18 hours YES  NO
- 16a.) If "Yes" are you also applying for the TNC Endorsement? (If "Yes", list the vehicle(s)) YES  NO
- 17.) Is any vehicle used as a public or livery conveyance pertaining to any forms of livery including but not limited to products, documents, newspapers, or food? (If "Yes", list the average verifiable hours worked per week over the past 90 days.)  
( ) 18 hours or less ( ) More than 18 hours YES  NO
- 17a.) If "Yes", are you also applying for the Individual Delivery Coverage Endorsement? (If "Yes", list the vehicle(s)) YES  NO
- 18.) Are you also applying for Contents PLUS Renters Endorsement? YES  NO
- 18a.) If applying for Contents PLUS Renters Endorsement, have there been any losses in the past 3 years (regardless of any applicable insurance coverage)? (If "Yes" explain listing lost date, loss cause and amount) YES  NO
- 18b.) If applying for Contents PLUS Renters endorsement, have you been charged with or convicted of the crime of arson in the last 5 years? YES  NO
- 19.) Does any vehicle have a salvage history including rebuilt or flood designation? (If "Yes", list the vehicle(s)) YES  NO

**REMARKS**

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I/We warrant that I/We have read and understand all of the questions asked, and have answered them truthfully to the best of my ability. I/We understand that any misleading or false answers to these questions could jeopardize the coverage afforded in this policy **PA017-B Ed. 09-23**

Applicant's Signature X \_\_\_\_\_ Date: \_\_\_\_\_

This section applies only when the Bodily Injury Liability exceeds the basic statutory limits.

Additional Uninsured Motorist/Underinsured Motorist Coverage must be purchased in the same amounts as bodily injury limits of coverage if bodily injury coverage is sought in amounts greater than \$25,000/\$50,000 unless the Applicant rejects additional uninsured motorist coverage in writing on a company form which must be signed by the Applicant and submitted with this application.

- I/We reject Uninsured Motorist/Underinsured Motorist Coverage in limits exceeding the minimum statutory requirements.
- I/We request increased Uninsured Motorist/Underinsured Motorist Coverage limits as indicated on this application.

Applicant Initials: \_\_\_\_\_

Uninsured Motorist Insurance Property Damage (UMPD): Pays the lesser amount of the actual cash value of the covered motor vehicle or up to the corresponding policy limit subject to a \$250 deductible, against damages from actual contact with a confirmed uninsured motorist or vehicle(s) owner. The offer of this coverage is required by law.

- I/We reject Uninsured Motorist Insurance Property Damage (UMPD) on the following vehicle(s)
  - Vehicle 1
- I/We request Uninsured Motorist Insurance Property Damage (UMPD) on the following vehicle(s)
  - Vehicle 1

Applicant Initials: \_\_\_\_\_

I understand that the coverage selection and limit choices indicated here will apply to all future policy renewals, continuations and changes unless I notify the Company otherwise in writing.

#### Statement of No Commercial Use

I/We hereby certify that the vehicle(s) listed on this application for insurance are not used for any commercial or business purposes unless properly identified on the application and rated with appropriate surcharge on the Declarations page. I/We will not use my vehicle(s) in the course of my employment or while I/We am self-employed. Business use includes the use of those operators who visit multiple work sites during one day, do not travel to the same site each date or those whose occupations require working at more than one (1) job site for a period of time and then working at a different site for another period of time. Said usage includes, but is not limited to, operation of a vehicle while it is being used as a public or livery conveyance, including any use of the vehicle, whether or not passengers are present in the vehicle, in conjunction with any transportation network applications or companies, or as they sometimes refer to themselves, rideshare applications or companies. Examples of these include, but are not limited to, Uber and Lyft. Usage also includes operation of any vehicle to transport individuals, packages, mailings, deliveries, products, envelopes, food, or other tangible items. A Home Health Care worker traveling to more than two (2) patient's homes per day must be rated for business. I/We understand that use of said vehicles for any commercial or business purposes could be a violation of the terms and conditions of this policy and jeopardize my coverage.

Applicant's Signature X \_\_\_\_\_

Date \_\_\_\_\_

#### Applicant Statement

The Applicant warrants that he/she has read the Application, and that all answers herein are true and correct and that First Chicago Insurance Company ("Company") may rely on the information provided herein to issue an insurance policy. The Applicant acknowledges that this Application forms a part of the insurance policy so issued and that if any representation contained in this Application is false, misleading or materially affects the acceptance or rating of this risk by the Company, by direct misrepresentation, omission, concealment of material fact or incorrect statement, then the Company may rescind the policy. If the insurance policy is rescinded by the Company, there shall be NO COVERAGE under this policy for any loss, accident or claim occurring at any time during the term stated in the declarations. Additionally, without rescinding the policy, the Company shall not provide any coverage under the policy for a claim concerning which the Insured or claimant has made a fraudulent statement or engaged in fraudulent conduct in connection with an accident or loss for which coverage is sought under the insurance policy. The Applicant further acknowledges that NO COVERAGE will be effective if the down payment for the insurance policy issued from this Application is not honored for any reason. The Applicant warrants there are no other residents of insured's household (aged 15 and older) and no regular drivers other than those listed on this application. The Applicant agrees to notify the Company within 14 days of: 1) a newly licensed member of his/her household or any new resident of his/her household aged 15 years or older, and 2) change of address and/or any garaging changes. The Applicant also agrees to notify the Company immediately upon his/her license, or that of any regular driver, being no longer valid.

I/We hereby apply to the company for a policy of insurance as set forth in this application on the basis of statements contained herein. I agree if such information is false, or misleading or would materially affect acceptance of the risk by Company, or if my check is returned to the Company for insufficient funds, or if my premium remittance is not honored by the bank, that such policy will be null and void and no coverage shall be afforded. I understand a routine inquiry may be made which will provide applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided. I hereby authorize the company to obtain from the state a copy of Motor Vehicle Reports for use in rating and/or underwriting the insurance for which I do hereby apply, and any renewal thereof, I certify that I am authorized to permit the company to obtain Motor Vehicle Reports on all drivers listed herein.

Should a Motor Vehicle Report disagree with the information furnished on this application, or if other rating discrepancies be determined, I hereby consent to pay any resulting additional premium.

Applicant's Signature X \_\_\_\_\_

Date \_\_\_\_\_

The undersigned hereby warrants and certifies that to the best of his/her knowledge all information contained herein is correct; the statements herein are those of the Applicant who has signed this application in my presence, and that the Applicant and the undersigned are retaining a duplicate signed copy hereof. I am legally qualified to submit this application on behalf of the Applicant.

Producer's Signature X \_\_\_\_\_ Date/Time \_\_\_\_\_ / \_\_\_\_\_

1st  
**FIRST**  
**Chicago**  
**INSURANCE COMPANY**  
**PUTTING YOU FIRST SINCE 1920**

## Maverick Auto Program

# ILLINOIS Personal Auto Insurance Policy

# MAVERICK



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

**FIRST CHICAGO INSURANCE COMPANY**  
**MAVERICK AUTO PROGRAM**  
**ILLINOIS PERSONAL AUTO INSURANCE POLICY**

**INTRODUCTION**

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

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

**AGREEMENT**

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

**DEFINITIONS**

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

**Accident** means an unplanned, unexpected and fortuitous event.

**Actual cash value** means the amount which it would cost to repair or replace damaged property with material of like kind and quality, less allowance for physical deterioration and depreciation.

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

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

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

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

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

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

**Collision** means an instance of an *Insured auto* striking, or being struck by, another object or person with a vehicle or by upset of such *insured auto*.

**Delivery Related Business** the use of *auto* to carry anything for compensation or consideration of any type. This includes, but is not limited to, transportation network application or companies including but not limited to UberEATS, GrubHub, and Amazon Flex or delivery services. This includes any time when the *Insured* is logged into a transportation digital network regardless of whether the *Insured* is engaged in a prearranged ride. This also includes Logistic Companies. This definition does not include shared expense carpools.

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

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

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

**Insured auto** is defined separately in each coverage part.

**Insured person** is defined separately in each coverage part.

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

**Motor vehicle** means a four wheeled:

- (a) private passenger *automobile*, station wagon or jeep-type land vehicle, or

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

**Named Insured** means only the person specifically shown on the Declarations as the "Named Insured" and does not include any other person, even if such person is shown on the Declarations or application for coverage as an Insured, additional insured, applicant, driver, operator, relative, rated driver, or excluded driver on the Declarations or application for coverage.

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

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

**Owned auto** means:

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

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

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

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

**Special equipment** means any equipment not manufactured by the manufacturer of the auto for the make, model, and model year shown on the Declarations and includes all aftermarket parts and accessories. In order to qualify for coverage, special equipment must be disclosed to us, installed in an insured auto in the space made available by the manufacturer and specifically listed on the Declarations with a premium charge.

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

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

**Underinsured motor vehicle** means a vehicle or trailer to which a bodily injury liability policy, bond or other security applies at the time of the accident but the sum of the limits for bodily injury liability is less than the limit of liability for this coverage as stated in Coverage E of the Declarations. But the term underinsured motor vehicle does not include any vehicle or trailer.

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

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

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

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

- (a) owned by or furnished or available for the regular use of any insured person or any relative or person residing in your household;
- (b) owned by any government or quasi-governmental unit or agency;

- (c) operated on rails or crawlers treads; or
- (d) that is a farm type tractor or other conveyance or implement design mainly for use off public roads while not upon public roads;
- (e) while located for use as a residence or premises; or
- (f) owned or operated by a self-insurer within the meaning of any financial responsibility law, motor carrier law or any similar law except a self-insurer that is or becomes insolvent.

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

## PART I - LIABILITY COVERAGES A & B

### DEFINITIONS

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

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

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

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

### INSURING AGREEMENT

**Coverage A - Bodily Injury Liability**

**Coverage B - Property Damage Liability**

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

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

### SUPPLEMENTARY PAYMENTS UNDER COVERAGE A & B

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

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

### EXCLUSIONS

This policy does not apply under Part I:

- (a) to **bodily injury** to **you** or any **relative** or to **property damage** where the person against whom suit is brought is also a member of that household except where said suit is brought as an action for contribution;
- (b) to **bodily injury** or **property damage** incidental to or emanating from the ownership, maintenance or use of an **insured auto**
  - (1) as a public or livery conveyance. This includes, but is not limited to, any period of time an **insured auto** is being used by an **insured person** in conjunction with a transportation network application or company whether or not passengers are present in the **insured auto**. A transportation network company, or as they sometimes refer to themselves, rideshare applications or companies, include but are not limited to Uber and Lyft; or
  - (2) for **delivery related business**; or
  - (3) snow removal; or
  - (4) in any other business or occupation of an **insured person** or insured operator;

However this exclusion does not apply to share-the-expense carpools.

- (c) to **bodily injury** or **property damage** resulting from the operation of farm machinery;
- (d) to **bodily injury** to any employee of an **insured person** resulting from and in the course of employment if such injury results from the use of a **motor vehicle** in the

business of the employer, but the exclusion does not apply to you with respect to injury sustained by any fellow employee;

- (e) to **bodily injury** to any employee of an **insured person** resulting from and in the course of employment by that **insured person**, but this exclusion does not apply to any such injury resulting from and in the course of domestic employment by an **insured person** unless benefits therefore are in whole or in part either payable or required to be provided under any workers' compensation law;
- (f) to an **owned auto** or **temporary substitute auto** while used in the **auto business**, except while operated by you;
- (g) to a **non-owned auto** while used
  - (1) in the **auto business** by an **insured person**, or
  - (2) in any other business or occupation of an **insured person**;
- (h) to loss to
  - (1) property, including any **motor vehicle**, owned or transported by an **insured person**, or
  - (2) property, including any **motor vehicle**, rented to or in the charge of an **insured person** other than a residence or private garage, or
  - (3) property, including any **motor vehicle**, as to which the **insured person** is for any purpose exercising physical control;
- (i) to any **motor vehicle** rented or leased by an **insured person** where other insurance has been purchased by or furnished to the **insured person** in connection with such rental or lease;
- (j) to **bodily injury** or **property damage** with respect to which an **insured person** under this policy is also an "**insured person**" under a nuclear energy liability policy issued by American Nuclear Insurers, Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any succeeding organization of any of these, or would be an "**insured person**" under any such policy (and as defined in such policy) but for its termination upon exhaustion of its limit of liability;
- (k) to **bodily injury** or **property damage** resulting from the use, operation, or manipulation or maintenance of any **motor vehicle** in any pre-arranged or organized race or speed test;
- (l) to **bodily injury** or **property damage** due to war;
- (m) to **bodily injury** or **property damage** sustained while fleeing from police or sustained during the commission of, or flight from a crime other than a traffic violation;
- (n) to punitive or exemplary damages;
- (o) to criminal or traffic fines, fees, penalties or restitution;
- (p) to **bodily injury** or **property damages** which was
  - (1) intended, or
  - (2) reasonably expected;by the **insured person**
- (q) to liability assumed by an **insured person** under any contract or other agreement;
- (r) to **bodily injury** or **property damage** resulting from the pushing or pulling of a vehicle (other than a trailer) by an **insured auto**, or the pushing or pulling of an **insured auto** by another vehicle (other than a tow truck);
- (s) to **bodily injury** or **property damage** resulting from the use of a rental or leased **motor vehicle** by an operator not authorized under the terms of the rental or lease agreement;
- (t) to **bodily injury** or **property damage** arising out of the use by any person of a **motor vehicle** without the reasonable belief that the person is entitled to do so.
- (u) to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured auto** while it is rented or leased to another.
- (v) to **bodily injury** or **property damage** arising out of the operation by any person, including an **insured person**, who is not a properly licensed driver, or is in violation of any condition of their driving privileges;

#### FINANCIAL RESPONSIBILITY LAWS

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

#### LIMITS OF LIABILITY

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

#### OTHER INSURANCE

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

**PART II – UNINSURED MOTORIST COVERAGE  
COVERAGES C & D**

**DEFINITIONS**

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

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

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

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

**INSURING AGREEMENT**

**Coverages C & D – Uninsured Motorist Coverage**

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

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

**EXCLUSIONS**

This policy does not apply under Part II to:

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

## LIMITS OF LIABILITY

- (a) The Uninsured Motorist Coverage limit shown in the Declarations as applicable to "each person" is the limit of *our* liability for all damages arising out of *bodily injury* sustained by one person and all claims for *loss of services* by others due to that injury as the result of any on *accident*. The limit of Uninsured Motorist Coverage as stated in the Declarations as applicable to "each *accident*" is, subject to the above provisions respecting each person, the total limit of *our* liability for all such damages arising out of *bodily injury* sustained by two or more persons as the result of any one *accident*.
- (b) In no instance shall the total limit of *our* liability exceed the limits set forth in the Declarations regardless of the number of *insured autos* or *insured persons* insured under the policy or the separate itemization of premiums.
- (c) If more than one policy issued by us applies to this Part, the total limit of *our* liability under all such policies shall not exceed the highest amount applicable under any one policy.
- (d) Any amounts payable under this coverage Part II will be reduced by any amounts paid or payable for the same elements of loss under Parts I, III or IV of this policy.
- (e) Any amount payable under the terms of this Part because of *bodily injury* sustained in an *accident* by a person who is an *insured person* under this Part shall be reduced by:
  - (1) all sums paid on account of such *bodily injury* by or on behalf of:
    - (i) the owner or operator of the *uninsured motor vehicle*, and
    - (ii) any other person or organization jointly or severally liable together with such owner or operator for such *bodily injury* including all sums paid under Coverage A; and
  - (2) the amount paid and the present value of all amounts payable on account of such *bodily injury* under any workers' compensation law, disability benefits law or similar law.
- (f) Coverage under this section shall not be "stacked" with any other similar or identical coverage that may be provided under this or any other policy issued by us, including Part III - Underinsured Motorist Coverage.
- (g) any amount payable under Part II shall be reduced by all sums paid to the *insured person* for *property damage* on behalf of the owner or operator of the *uninsured motor vehicle* and any other person or organization jointly or severally liable together with such owner or operator.
- (h) there shall be no coverage for loss of use of the *insured auto* and no coverage for loss or damage to personal property located in the *insured auto*.
- (i) there shall be no liability imposed under the *Uninsured Motorist Property Damage* Coverage if the owner or the operator of the at fault *motor vehicle* or the *hit-and-run motor vehicle* cannot be identified.

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

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

*Property damage* losses are subject to the \$250 deductible.

## OTHER INSURANCE

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

## ARBITRATION

- (a) The arbitration process shall not commence unless the following have first been resolved by agreement between the parties or declaratory judgment:
  - (1) whether the policy was in effect at the time of the *accident*;
  - (2) whether the injured party was insured under a policy issued by us;
  - (3) whether the adverse driver's vehicle was an *uninsured motor vehicle*.
- (b) Subject to (a), if any person making claim hereunder and we do not agree:
  - (1) whether such *insured person(s)* and such *uninsured motor vehicle(s)* were in an *accident*; or
  - (2) whether such *insured person* is legally entitled to recover damages from the owner or operator of an *uninsured motor vehicle* because of *bodily injury* to an *insured person* or *property damage* to an *insured auto*; or
  - (3) as to the amount payable hereunder, then these matters shall be submitted to arbitration upon receipt of written demand for arbitration by us.
- (c) Prior to the arbitration hearing, any person making a claim hereunder or on whose behalf a claim is being made shall submit to examinations under oath by any person we name and subscribe the same, as often as may reasonably be required, provide a signed medical record release authorizing *our* access to *your* medical records and provide copies of all medical records and bills which will be proffered during the arbitration hearing, and subject to a continuing duty to supplement said records and bills through the date of the hearing where treatment is ongoing.
- (d) Unless the parties otherwise agree, we may each select an arbitrator, and the two arbitrators named will select a third arbitrator. If such arbitrators are not selected within 45 days from the receipt of the written demand, either party may request that such arbitration be submitted to the American Arbitration Association. In the event such arbitration is submitted to the American Arbitration Association, the arbitrator will hear and determine the questions in dispute and, except to the extent herein provided, the written decision of the arbitrator shall be binding on the parties up to \$75,000 per person and \$150,000 per *accident* or the policy limits, whichever is less. In the event such arbitration is submitted to a tripartite panel, the arbitrators shall be binding upon the parties.
- (e) Unless the parties otherwise agree, all arbitration hearings under this policy, including both the tripartite panel and the American Arbitration Association, shall be conducted in the County and State of the *named insured* as shown in the Declarations at the time of the policy's inception and in accordance with the usual rules governing the procedures and the admission of evidence in the general courts of law of that County and not in accordance with any court-mandated arbitration or mediation rules including those promulgated by the Illinois Supreme Court unless otherwise required pursuant to 215 ILCS 5/143a.
- (f) if it is agreed that:
  - (1) if the arbitrator(s) assess damages or enter an award in excess of the policy limits stated in the Declarations, the award shall be void to the extent that it exceeds the minimum limits of \$25,000 per person and \$50,000 per *accident*. The minimum *property damage* liability limits are \$20,000 per *accident*; and
  - (2) if the arbitrator(s) award(s) damages in the amount greater than the minimum limits of \$25,000 per person, \$50,000 per *accident*, or \$20,000 per *accident* for

*property damage* but less than the Limits stated in the Declarations, that portion of the award exceeding the minimum limits of \$25,000 per person, \$50,000 per accident, or \$20,000 per accident for *property damage* may be rejected in writing by either party within 90 days. Any legal action regarding that portion of the award exceeding the minimum limits of \$25,000 per person, \$50,000 per accident, or \$20,000 per accident for *property damage* shall be filed within 30 days of notice of rejection; otherwise, the rejection shall be final.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured person* and us, of the issues of liability of such person or organization of the amount of damages to which the *insured person* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured person* with our written consent.

(g) In the event of either a tripartite panel or arbitration conducted by the American Arbitration Association, each party will:

- (1) pay the expenses it incurs including the expenses of the arbitrator selected by that party; and
- (2) bear equally the expense of the third arbitrator.

### PART III – UNDERINSURED MOTORIST COVERAGE COVERAGE E

#### DEFINITIONS

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

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

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

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

#### INSURING AGREEMENT

##### Coverage E – Underinsured Motorist Coverage

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

#### EXCLUSIONS

This policy does not apply under Part III to:

(a) *bodily injury* to an *insured person* while *occupying a motor vehicle* not qualifying as an *insured auto* when such *motor vehicle* is owned by:

- (1) you, or
- (2) a household member related to you by blood, marriage, civil union recognized under Illinois law or adoption and who resided with you at the time of the loss;

or

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

- (1) you, or
- (2) a household member related to you by blood, marriage, civil union recognized under Illinois law or adoption and who resided with you at the time of the loss;

(b) *bodily injury* incidental to or emanating from the ownership, maintenance or use of an *insured auto*:

- (1) as a public or livery conveyance. This includes, but is not limited to, any period of time an *insured auto* is being used by an *insured person* in conjunction with a transportation network application or company whether or not passengers are present in the *insured auto*. A transportation network application or company, or as they sometimes refer to themselves, rideshare applications or companies, include but are not limited to Uber and Lyft; or
- (2) for *delivery related business*; or
- (3) snow removal; or
- (4) for any other business or occupation of an *insured person* or insured operator;

However this exclusion does not apply to a share-the-expense carpool;

- (c) any claim for *bodily injury* which is eligible for payment under a workers' compensation or disability benefits policy or so as to directly or indirectly benefit any person or organization, including a self-insurer, which would otherwise be required to provide coverage pursuant to any federal or state workers' compensation or disability law; or
- (d) any claim for punitive or exemplary damages; or
- (e) *bodily injury* to an *insured person* with respect to which such *insured person* or any person entitled to payment under this coverage shall have, without our written consent, made any settlement with any person or organization who may be legally liable therefore; or
- (f) to *bodily injury* arising out of the ownership, maintenance or use of an *insured auto* while it is rented or leased to another.

#### LIMITS OF LIABILITY

- (a) The Underinsured Motorist Coverage limit shown in the Declarations as applicable to "each person" is the limit of our liability for all damages arising out of *bodily injury* sustained by one person and all claims for *loss of services* by others due to that injury as the result of any one *accident*. The limit of Underinsured Motorist Coverage as stated in the Declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages arising out of *bodily injury* sustained by two or more persons as the result of any one *accident*.
- (b) In no instance shall the total limit of our liability exceed the limit set forth in the Declarations regardless of the number of *insured autos* or *insured persons* under the policy or the separate itemization of premiums.
- (c) If more than one policy issued by us applies to the Part, the total limit of our liability under all such policies shall not exceed the highest amount applicable under any one policy.

(d) Any amounts payable under this Coverage Part III will be reduced by any amounts paid or payable for the same elements of loss under Parts I, II or IV of this policy.

(e) Any amount payable under the terms of this Part because of **bodily injury** sustained in an **accident** by a person who is an **Insured person** under this Part shall be reduced by:

(1) all sums paid on account of such **bodily injury** by or on behalf of:

(i) the owner or operator of the **uninsured motor vehicle**,

(ii) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury** including all sums paid under Coverage A; and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workers' compensation law, disability benefits law or any similar law. However, no reduction shall be made for any such amounts paid or payable as Social Security disability benefits.

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

#### OTHER INSURANCE

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

### PART IV – MEDICAL PAYMENTS COVERAGE F

#### DEFINITIONS

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

(a) with respect to an **owned auto**, or a **temporary substitute auto**,

(1) you, and

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

(b) With respect to a **non-owned auto**,

(1) you, and

(2) any **relative**, provided such **relative** has the permission of the owner of the **non-owned auto** and that the use is within the scope of such permission.

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

(a) an **owned auto**;

(b) a **temporary substitute auto**; and

(c) a **non-owned auto** while being operated by you.

#### INSURING AGREEMENT

##### Coverage F – Expenses for Medical Services

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

(a) you or any **relative**, while **occupying a motor vehicle** or being struck by a **vehicle**; and

(b) any other person while **occupying**:

(1) an **owned auto** or **temporary substitute auto**, while being used by an **insured person**, or

(2) a **non-owned auto**, if the **bodily injury** results from its operation by an **insured person**.

#### EXCLUSIONS

This policy does not apply under Part IV to:

(a) any claim for **bodily injury** which is eligible for payment under a workers' compensation or disability benefits policy or so as to directly or indirectly benefit any person or organization, including a self-insurer, which would otherwise be required to provide coverage pursuant to any federal or state workers' compensation law or similar law;

(b) **bodily injury** incidental to or emanating from the ownership, maintenance or use of an **insured auto**

(1) as a public or livery conveyance. This includes, but is not limited to, any period of time an **insured auto** is being used by an **insured person** in conjunction with a transportation network application or company whether or not passengers are present in the **insured auto**. A transportation network application or company, or as they sometimes refer to themselves, rideshare applications or companies, include but are not limited to Uber and Lyft; or

(2) for **delivery related business**; or

(3) snow removal; or

(4) in any other business or occupation of an **insured person** or insured operator;

However this exclusion does not apply to share-the-expense carpools;

(c) **bodily injury** resulting from the operation of farm machinery;

(d) **bodily injury** to any fellow employee of an **insured person** injured in the course of employment if such injury results from the use of a **motor vehicle** in the business of the employer, but the exclusion does not apply to you with respect to injury sustained by any fellow employee;

(e) **bodily injury** to any employee of an **insured person** resulting from and in the course of employment by that **insured person**, but this exclusion does not apply to any such injury resulting from and in the course of domestic employment by an **insured person** unless benefits therefore are in whole or in part either payable or required to be provided under any workers' compensation law;

(f) **bodily injury** which occurs during the operation of an **owned auto** or **temporary substitute auto** while used in the **auto business**, except while operated by you;

(g) **bodily injury** which occurs during the operation of an **non-owned auto** while used:

(1) in the **auto business** by an **insured person**, or

- (2) in any other business or occupation of an *insured person* except a *motor vehicle* operated by *you*;
- (h) *bodily injury* that occurs during the operation of a *motor vehicle* rented or leased by an *insured person* where other insurance has been purchased by or furnished to the *insured person* in connection with such rental or lease;
- (i) *bodily injury* with respect to which an *insured person* under this policy is also an "*insured person*" under a nuclear energy liability policy issued by American Nuclear Insurers, Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any succeeding organization of any of these, would be an "*insured person*" under any such policy (and as defined in such policy) but for its termination upon exhaustion of its limit of liability;
- (j) *bodily injury* resulting from the use, operation, manipulation or maintenance of any *motor vehicle* in any pre-arranged or organized race or speed test;
- (k) *bodily injury* due to *war*;
- (l) *bodily injury* sustained while fleeing from police or sustained during the commission of, or flight from, a crime other than a traffic violation;
- (m) *bodily injury* which was
- (1) intended, or
  - (2) reasonably expected;
- by the *insured person*;
- (n) *bodily injury* resulting from the pushing or pulling of a *insured auto* (other than a *trailer*) by an *insured auto*, or the pushing or pulling of an *insured auto* by another vehicle (other than a tow truck);
- (o) *bodily injury* resulting from the use of a rental or lease *motor vehicle* by an operator not authorized under the terms of the rental or lease agreement; or
- (p) *bodily injury* caused by or as a consequence of a discharge or use of a weapon;
- (q) *bodily injury* arising out of the ownership, maintenance or use of an *insured auto* while it is rented or leased to another.

#### LIMITS OF LIABILITY

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

#### OTHER INSURANCE

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

#### PART V – NON-OWNER POLICY

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

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

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

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

#### PART VI – PHYSICAL DAMAGE COVERAGE

##### COVERAGES G, H, I, J, & K

*You* only have this coverage, or any portion of this coverage, if it is shown on the Declarations with a premium charge and deductible, and then only up to the limits shown on the Declarations.

#### DEFINITIONS

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

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

**Insured auto** only includes the original **equipment** issued by the manufacturer (or replacement parts of similar like, kind, and quality), and does not include any contents. **Insured auto** does not include any **special equipment** unless such **special equipment** is disclosed to us, installed in an **insured auto** in the space made available by the manufacturer and listed on the policy Declarations with **PHYSICAL DAMAGE COVERAGE**.

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

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

**Collision**, when used in this Part, means an **insured auto**

- (a) hitting or being hit by another vehicle; or
- (b) hitting or being hit by another object.

**Collision** does not include any damage considered part of **other than collision**.

**Loss**, when used in this Part, means

- (a) the direct, sudden, and accidental damage to an **insured auto** caused by a **collision**; or
- (b) the direct, sudden, and accidental damage to an **insured auto** caused by **other than collision**.

**Loss** does not include any reduction in the market value of an **insured auto** after it has been repaired, as compared to its market value before it was damaged.

**Other than collision**, when used in this Part, means an **insured auto** damaged by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, hitting a bird or an animal, or being hit by a bird or an animal.

**Special equipment**, when it appears in this Part, means any non-factory installed **equipment** permanently attached to the interior or exterior of an **insured auto**. **Special equipment** shall include but is not limited to custom paint work, special antennas, customized windows or window treatments, non-factory installed sound systems, custom wheels, running boards or any other **equipment** which mechanically or structurally changes the appearance or performance of the vehicle.

#### **COVERAGE G – COMPREHENSIVE (EXCLUDING COLLISION)**

##### **INSURING AGREEMENT**

We will pay for direct and accidental **loss** to an **insured auto**, including its **equipment**, caused other than by **collision**, but only for the amount of each such **loss** in excess of the deductible amount stated in the Declarations provided that it can be confirmed by us that said **loss** occurred during the time period wherein coverage was in force. Each occurrence of such **loss** shall be subject to a separate deductible. Breakage of glass and **loss** caused by projectiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, contact with an animal, malicious mischief, riot or civil commotion shall be payable under this coverage.

##### **SUPPLEMENTARY PAYMENTS UNDER COVERAGE G**

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

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

#### **COVERAGE H - COLLISION**

##### **INSURING AGREEMENT**

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

**Collision** damage coverage will be available to a **temporary substitute auto** in any amount not to exceed the **actual cash value** of your **insured auto** and subject to the same conditions and terms of this policy.

#### **LOSS SETTLEMENT UNDER COVERAGE G & H**

By means of selecting a "Value Rated" policy of insurance, the value rating of your vehicle appears within the Declarations page. In the event of a **loss** and subsequent **loss** settlement under Coverage G or H, we are authorized to make appropriate deductions from the **loss** settlement amount for:

- (a) the deductible stated in the Declarations for that particular **insured auto**;
- (b) any unrepaired damage that occurred prior to the covered **loss**;
- (c) any damage that occurred after the covered **loss** that is a separate **loss**;
- (d) depreciation and physical condition (wear and tear, etc.); are subject to a \$500 maximum, and
- (e) excessive storage fees where the insured fails to notify the company within 72 hours that the vehicle is in a storage facility incurring fees; or if the insured fails to permit the company to move the vehicle to a facility that will not charge storage fees such as one of our preferred storage facilities.

We shall have the following options:

- (a) Replacement of the **insured auto** with another that is of like kind of whose quality and value are substantially the same as that of the **insured auto** at the time of the **loss** (depreciation considered);
- (b) Payment of the amount we would have paid for such **replacement auto**, in the event **you** elect a cash settlement instead of such **replacement auto**;
- (c) If this is not a Value Rated policy, payment of the **actual cash value** in the event that a **replacement auto** cannot be obtained. If this is a Value Rated policy, payment shall be the lesser of the Value Rated amount noted in the Declarations less any applicable depreciation for wear and tear, or other pre-**loss** damages, or payment of the **actual cash value** based on our utilization of an outside independent source, whichever is the less;

- (d) Repair the *insured auto* in the event that it is not a total *loss*; or  
(e) In the event that *your* stolen *insured auto* is later recovered, return of the *insured auto* to the address shown in the Declarations at *our* expense with payment for any resultant damage thereto.

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

#### COVERAGE I - TOWING

##### INSURING AGREEMENT

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

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

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

#### COVERAGE J - RENTAL REIMBURSEMENT

##### INSURING AGREEMENT

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

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

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

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

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

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

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

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

#### COVERAGE K - SPECIAL EQUIPMENT COVERAGE

##### DEFINITIONS

- (a) *Insured Auto*, as used in SPECIAL EQUIPMENT COVERAGE, means an *owned auto*.
- (b) *Loss*, as used in SPECIAL EQUIPMENT COVERAGE, shall have the same meaning as under PHYSICAL DAMAGE COVERAGE.
- (c) *Special Equipment*, as used in SPECIAL EQUIPMENT COVERAGE, shall have the same meaning as under PHYSICAL DAMAGE COVERAGE.

##### INSURING AGREEMENT

Subject to all provisions in this policy including, but not limited to, the GENERAL DEFINITIONS, and all provisions in this SPECIAL EQUIPMENT COVERAGE, including, but not limited to, Additional Definitions, Exclusions, and Limits of Liability, we will pay for direct and accidental *loss* to *special equipment* disclosed to us for which a premium is charged and installed in an *insured auto*, minus any applicable betterment and deductible shown on the Declarations for Other Than Collision Coverage.

##### EXCLUSIONS

This policy does not apply under Part VI for Coverages G, H, I, J, & K:

- (a) to *loss* to any item that does not qualify as *equipment*, but this exclusion does not apply to a non-factory installed vehicle anti-theft system for which *you* are receiving an anti-theft credit or child restraint system which meets the standards required by Illinois state law and was in use by a child at the time of *loss*;
- (b) to *loss* that was:
  - (1) intended, or
  - (2) reasonably expected;by the *insured person* except for an innocent co-insured if the *loss* arose out of domestic violence and the perpetrator of the *loss* is criminally prosecuted for the act causing the *loss*;
- (c) to *loss* due and confined to manufacturer defect, freezing or mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of *your insured auto* or its equipment. We will pay for ensuing damage only to the extent the damage occurs outside the major component (such as transmission/transaxle, electrical system, wiring, engine including cooling and lubrication thereof, air conditioning, computer, suspension, braking, drive assemble, and steering) in which the initial mechanical or electrical breakdown or failure occurs;
- (d) to *loss* to tires, unless damaged by fire, malicious mischief, vandalism or theft, or unless the *loss* to tires is coincident with and from the same cause of another *loss* covered by this policy;
- (e) to *loss* due to war;

- (f) to loss due to radioactive contamination;
  - (g) to any *motor vehicle* while being used in the *auto business*;
  - (h) to loss incidental to or emanating from the ownership, maintenance or use of an *insured auto*
    - (1) as a public or livery conveyance. This includes, but is not limited to, any period of time an *insured auto* is being used by an *insured person* in conjunction with a transportation network application or company whether or not passengers are present in the *insured auto*. A transportation network application or company, or as they sometimes refer to themselves, rideshare applications or companies, include but are not limited to Uber and Lyft; or
    - (2) for *delivery related business*; or
    - (3) snow removal; or
    - (4) in any other business or occupation of an *insured person* or insured operator;
- However this exclusion does not apply to share-the-expense carpools;
- (i) to loss of any *motor vehicle* designated for racing while being tested, repaired, serviced or exhibited or to loss resulting from the use, operation, manipulation or maintenance of any *motor vehicle* in any pre-arranged or organized race or speed test;
  - (j) loss due to theft under Coverage G if evidence exists that *forcible entry* was not required to gain access to the *insured auto*;
  - (k) to loss to an *insured auto* due to damage or confiscation by government or civil authorities;
  - (l) to loss to an *insured auto* due to repossession, forfeiture, garnishment, supplemental proceeding or other judicial proceedings;
  - (m) to loss to an *insured auto* sustained while fleeing from police or sustained during the commission of or flight from a crime, other than a traffic violation;
  - (n) to loss due to theft when the keys to the *insured auto* were left within the *insured auto* or if evidence exists that the ignition wiring was altered or changed to allow the operation of the *insured auto* without keys;
  - (o) to loss resulting from the pushing or pulling of a vehicle (other than a *trailer*) by an *insured auto*, or the pushing or pulling of an *insured auto* by another vehicle (other than a tow truck);
  - (p) to an *insured auto* for diminution in value;
  - (q) arising out of the ownership, maintenance or use of any vehicle by any person, including an *insured person*, who is not a properly licensed driver, or is in violation of any condition of their driving privileges;
  - (r) to loss arising out of the ownership, maintenance or use of an *insured auto* while it is rented or leased to another;
  - (s) to loss to any of the following:
    - (1) caddy, case or container designed for use in carrying stereo tapes, cassettes, cartridges or disks; or
    - (2) special antennas designed to be used with any radio, two-way communications *equipment*, telephones or video *equipment* including televisions; or
    - (3) customized roof treatment including but not limited to: T-bar roof, bubble-dome, bubble window, sunroof and moon roof; or
    - (4) custom paintwork or custom tape-type striping; or
    - (5) *equipment* or accessories that change the use or appearance of the interior or exterior of the *auto*; or
    - (6) non-factory wheels, tires and other *equipment*; or
    - (7) any other *special equipment* unless disclosed to us, installed parts in an *insured auto* in the space made available by the manufacturer and listed on the Declarations with an additional premium paid;
  - (t) to loss to non-scheduled *special equipment*; or
  - (u) to any loss for Coverage K Special Equipment Coverage if you have deleted either Other Than Collision or Collision Coverage, or both, on that *insured auto*.

#### LIMITS OF LIABILITY

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

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

Our maximum payment of benefits owed under Coverage K SPECIAL EQUIPMENT COVERAGE for direct and accidental loss to *special equipment* damaged or stolen in any one loss or theft is the lower of: (i) the limit shown on the Declarations for this coverage, or (ii) the cost to repair or replace if applicable. Our payment will be reduced by any applicable betterment and Physical Damage deductible shown on the Declarations.

#### OTHER INSURANCE

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

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

#### CONDITIONS

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

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

#### 1. Your Statements, Attestations and Representations

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

## 2. Policy Period, Territory and Policy Renewal

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

## 3. Coverage of Newly Acquired Vehicles

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

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

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

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

## 4. Misrepresentation

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

## 5. Cancellation or Non-renewal of this Policy

### (a) By **you**:

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

### (b) By **us**:

(1) all notices of cancellation (except for non-payment of premiums) must be mailed at least 30 days, (60 days if policy has been in effect for at least 5 consecutive years), prior to the effective date of cancellation. Where cancellation is for non-payment of premium, at least 10 days' notice of cancellation shall be given except as enumerated in Section 143.14(c) of the Illinois Insurance Code. **We** shall not exercise **our** right to cancel this policy after it has been in effect for 60 days except for the following reasons.

- a. Nonpayment of premium;
- b. The policy was obtained through a material misrepresentation;
- c. Any insured violated any of the terms and conditions of the policy;
- d. The **named insured** failed to disclose fully his **motor vehicle accidents** and moving traffic violations for the preceding 36 months if called for in the application;
- e. Any insured made a false or fraudulent claim of knowingly aided or abetted another in the presentation of such a claim;
- f. The **named insured** or any other operator who either resides in the same household or customarily operates an **automobile** insured under such policy:
  - i. has, within the 12 months prior to the notice of cancellation, had his driver's license under suspension or revocation;
  - ii. is or becomes subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to his unqualified ability to operate a **motor vehicle** safely; has an **accident** record, conviction record (criminal or traffic), physical, or mental condition which is such that his operation of an **automobile** might endanger the public safety;
  - iii. has, within the 36 months prior to the notice of cancellation, been addicted to the use of narcotics or other drugs; or
  - iv. has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation, for any felony, criminal negligence resulting in death, homicide or assault arising out of the operation of a **motor vehicle**, operating a **motor vehicle** while in an intoxicated condition or while under the influence of drugs, being intoxicated while in, or about, an **automobile** or while having custody of an **automobile**, leaving the scene of an **accident** without stopping to report, theft or unlawful taking of a **motor vehicle**, making false statements in an application for an operator's or chauffeur's license or has been convicted or forfeited bail for 3 or more violations within the 12 months immediately preceding the notice of cancellation, of any law, ordinance, or regulation limiting the speed of **motor vehicles** or any of the provisions of the **motor vehicle** laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense of different offenses;
- g. The **insured automobile** is:

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

#### 6. No Benefits to Bailee

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

#### 7. Premium Payment

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

#### 8. Notice to Us of Loss or Accident

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

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

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

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

#### 9. Assistance and Cooperation of an Insured Person

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

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

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

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

The *insured person* shall:

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

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

#### 11. False Statements and Omissions

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

#### 12. Duties of the *Insured Person*

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

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

Part II Only. After notice of claim under Part II, and before any arbitration proceedings shall be initiated, the *Insured* shall:

- (a) take such action as may be necessary or appropriate to preserve his right to recover damages from all persons or organizations who may be legally responsible for the *bodily injury or property damage*, and in any action against the Company, the Company may require the *insured* to join such person or organization as a party Defendant; and
- (b) at the Company's request and upon payment in advance by the Company of all court costs, forward to the Company proof that a lawsuit was filed and that a summons and complaint were served in the appropriate court of law within the applicable statute of limitations against all parties who may be liable or legally responsible for the *insured's bodily injuries or property damage*, said lawsuit to be maintained and prosecuted with due diligence until final judgment.

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

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

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

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

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

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

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

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

#### 15. Two or More Owned Autos

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

#### 16. Payment and Loss Amount

Any amount due is payable to:

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

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

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

#### 17. Subrogation/Our Right to Recovery

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

#### 18. Trust Agreement

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

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

#### 19. Legal Actions/Time Limitations

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

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

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

Part VI. No action shall lie against us unless;

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

#### 20. Modifications

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

#### 21. Terms Conform to Statute or Regulation

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

#### 22. Choice of Law

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

#### 23. Out of State Coverage

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

#### 24. Loss Payee Clause

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations.

**We** reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate the policy and this agreement as to the loss payee's interest. **We** will give the same advance notice of cancellation to the loss payee as **we** give to the *named insured* shown in the Declarations; provided, however, failure to give such notice to the loss payee shall not affect the validity of the notice provided to **you**. If coverage for damage to **your insured auto** is provided because of **our** failure to give notice to the loss payee, then such coverage shall be limited to the loss payee's interest and shall not include any interest **you** may have in **your insured auto**.

When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's right of recovery against any party, including, but not limited to, **you** or any other *insured person*.

If **you** surrender possession of the *insured auto* to the loss payee or the loss payee repossesses the *insured auto*, **we** will not pay the loss payee for loss occurring after the date the loss payee or its agent takes possession of the *auto*, or any loss occurring during the repossession. The interest of a loss payee shall be no greater than **your** interest under this policy, less any applicable deductible(s), betterment, depreciation, or unrelated loss damage.

When **we** pay a loss payee, **we** will not pay the loss payee more than the repair costs of **your insured auto**, actual cash value of **your insured auto** as determined by **us**; or the existing loan balance as of the date of loss, whichever is less, reduced by any applicable deductible, betterment, existence of non-loss related damage(s), surcharge and salvage value if **we** do not retain the salvage. Any insurance covering the interest of a loss payee shall not be protected and shall become invalid for any damage, destruction or other loss resulting from **your** illegal or fraudulent acts and/or omissions. This insurance covering the interest of a loss payee shall become invalid because of **your** illegal or fraudulent acts or omissions. Additionally, **we** will not pay for any loss caused by conversion, embezzlement, or concealment by **you** or anyone acting on **your** direction or behalf. **We** will not pay for any destruction or damage and/or loss to an *auto* caused by any intentional act done by, at the direction of, or on behalf of any *insured person*. Any and all defenses which **we** are able to assert against the *insured person* shall be effective as to the loss payee and shall operate to invalidate the loss payee's interest under this policy.

#### 25. Examination Under Oath

- (a) Examination under oath is a condition precedent to coverage under every Part of this policy. Wherever the term "examination under oath" appears in this policy, the provisions sets forth in this hereunder shall apply.
- (b) The *named insured*, and any person seeking coverage under and part of this policy must submit to examination under oath as often as may be reasonably required by the Company and subscribe to the examination.
- (c) All examinations under oath shall take place outside of the presence of any other *named insured*, any insured's spouse, any relative of any *named insured*, and/or any other person seeking coverage under this policy.
- (d) While the individual to be examined may be represented by counsel at the examination, counsel for the individual shall not disturb, interrupt, or interfere with the examination. Conduct of counsel for the individual being examined that disturbs, interrupts, or interferes with the examination shall be considered a breach of this condition precedent and coverage under the policy about which the examination is being conducted shall be waived.
- (e) The location of any examination under oath will at the sole choice of the Company, or its representative, so long as that chosen location is in 1) the County of the Company's principal place of business, 2) the County of the accident or occurrence giving rise to the claim, or 3) the County of residence of the individual to be examined.
- (f) The Company, its representative, may request that a person to be examined to produce documents related to the claim a reasonable period before an examination under oath. The Company or its representative may also request that a person who has been examined produce documents after an examination under oath. The person to be examined shall production all documents requested to the Company or its representative by the time requested.
- (g) The *named insured* and any other person seeking coverage under any part of this policy shall take all reasonable efforts to assist the Company in obtaining the examination under oath or sworn statement of 1) any witness to the loss or occurrence that is the subject of a claim under this policy or 2) any individual with knowledge of the damages claimed as a result of any loss or occurrence that is the subject of a claim under this policy.

#### 26. Complaints and Grievances

- (a) **You** are encouraged to send written complaints or grievances first to **us** for a formal response. Mail them to:  
First Chicago Insurance Company  
Dispute Resolution Unit  
P.O. Box 389508  
Chicago, IL 60638-9508
- (b) If **you** wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767

## PRIVACY NOTICE

This notice is being provided for informational purposes and requires no additional action from you.

We value our business relationship in serving you for your important insurance needs. First Chicago Insurance Company recognizes your confidentiality expectations and is committed to protecting your right to privacy of any non-public personal information collected before, during, and after you have concluded your business relationship with the Company. Since we value our business relationship with you, we do not sell customer information or share it with non-affiliated organizations outside of First Chicago Insurance Company for any marketing purposes. Instead, it is the policy of First Chicago Insurance Company and its representatives to:

- Collect only information that is necessary or relevant to our business.
- Make a reasonable effort to ensure that information that we act upon is accurate, relevant, timely and complete.
- Use only legitimate means to collect information.
- Make personal information available externally only to respond to legitimate business needs, to regulatory or other government authorities or as otherwise permitted by law.
- Limit employee access to those of need who are trained in the proper handling of personal information.

We are providing you with the following summary of the kinds of information that First Chicago Insurance Company may collect, what is done with information after it is collected, and how you can find out about such information, if any, we have about you in our records.

### What kind of information do we collect about you and from whom?

We receive the majority of information directly from you. The policy application form that you complete, as well as any additional information you provide, generally provides the information that we need to serve your insurance needs. On occasion, you may be contacted by one of our representatives or affiliates by mail, telephone, and other electronic means or in person to secure additional information. Depending on the nature of the transaction, additional information may be secured from outside sources, such as motor vehicle records, loss information reports, credit reports, court records or other public records. Third parties, such as other insurance companies or investigative consumer reporting agencies may also provide information. An investigative consumer report may gather information through telephone or personal interviews with your neighbors, friends, associates, acquaintances, or others who may have knowledge concerning those items of information. If we order any kind of consumer report, we will notify you and, under applicable State laws and the Federal Fair Credit Reporting Act, you may have the right to request a personal interview. Upon written request, we will give you or tell you how to obtain a copy of the report. The agency preparing a consumer report for First Chicago Insurance Company may keep the information collected about you as permitted by law.

### What do we do with the information collected about you?

Information that has been collected about you and retained will be contained in either the Company's policy records or in your agent's files. The information is reviewed to evaluate your request for insurance coverage and in determining your premium rates. We will also refer to and use information contained in our policy records for purposes related to issuing and servicing insurance policies and claims. Your agent may also use information about you in his/her agency files for insurance marketing purposes or to help you with your overall insurance program. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will tell you as required by applicable State law and the Federal Fair Credit Reporting Act. We will also give you the name and address of the consumer-reporting agency issuing the report.

### To whom do we disclose information about you?

- Your agent or broker.
- Parties who perform a business, professional or insurance function for our Company, including our affiliated companies and reinsurance companies.
- Independent claims adjusters, appraisers, investigators and attorneys who require the information to investigate, defend or settle a claim involving you.
- Businesses that assist us with data processing.
- Businesses that conduct scientific research, including actuarial or underwriting studies.
- Other insurance companies, agents or consumer reporting agencies as reasonably necessary in connection with any application, policy, or claim involving you.
- Insurance support organizations that are established to collect information for the purpose of detecting and/or preventing insurance crimes or fraudulent claims.
- Medical care institutions or medical professionals to verify coverage or conduct an audit of services.
- Insurance regulatory agencies in connection with the regulation of our business.
- Law enforcement or other governmental authorities to protect our legal interest or in cases of suspected fraud or illegal activities.

- Authorized persons as ordered by a subpoena, warrant or other court order or as required by law.
- Certificate holders or policyholders for the purpose of providing information regarding the status of an insurance transaction.
- Lienholders, lessors or other persons or organizations shown in our records as having a legal interest or beneficial interest in your policy.

We do not provide information about you, such as your name and address, to persons or organizations that may wish to provide you with information about their non-insurance products or services.

Should you cease to be a policyholder of the Company, or after your claim is settled, the Company's policy is to archive your information for a period of seven (7) years unless law or regulation requires an additional archival period. At any time, you have the right to remove yourself from our databases by contacting us in writing.

**How can you find out about the information contained in our records?**

You have the right to know what kind of information the Company retains about you in our files and records, to have reasonable access to it and to receive a copy. Write to us at the address below if you have questions about information you would care to receive. Provide your complete name, address and policy number or policy type for which you applied.

Within thirty (30) business days of receipt of your request, you will be informed in writing of the nature and substance of locatable and retrievable recorded personal information about you contained in our files. You may review this information in person or receive a copy at a reasonable fee. We will also identify any person or organization to which the information was disclosed within the past two (2) year period. In addition, you will be provided the name and address of any consumer reporting agency that prepared a report about you so that you can contact them to request a copy.

Following the review of your personal information contained in our file, you may write to us if you believe that any information should be corrected, amended or deleted. Include a narrative, summarizing what you think is incorrect and why. Your request will be considered and within thirty (30) business days, the files will either be corrected or you will be provided with the reasons in writing explaining why the file was not changed. If we do not make the changes, you will have the right to insert in our file a concise statement containing what you believe to be the correct, relevant, or fair information and explaining why you believe the information in your file is improper. We will notify persons or organizations designated by you to whom we have previously disclosed the information of the change or your statement. Subsequent disclosures to any other persons or organizations will include a copy of your statement.

**How do we protect the confidentiality of information about you?**

First Chicago Insurance Company maintains appropriate security standards and procedures to prevent unauthorized access to your information in whatever medium it is stored. We limit employee access to personally identifiable information to those with a business reason for acquiring such information. First Chicago also believes in educating our employees so that they will understand the importance of confidentiality of personal information, and in taking appropriate measures to enforce employee privacy responsibilities.

**How can you opt out of disclosures of your nonpublic personal financial information to non-affiliated third parties?**

If you prefer that we not disclose nonpublic personal financial information about you to nonaffiliated third parties, you may opt out of those disclosures, that is, you may direct us not to make those disclosures (other than disclosures permitted by law). If you wish to opt-out of disclosures to nonaffiliated third parties, you may call us toll-free at (888) 262-8864.

First Chicago Insurance Company  
6640 S. Cicero Avenue  
Bedford Park, IL 60638  
(888) 262-8864 or (708) 552-4400  
[www.firstchicagoinsurance.com](http://www.firstchicagoinsurance.com)



7. That Defendant was guilty of one or more of the following negligent acts or omissions to act:
- a. Operated said motor vehicle in a careless, reckless, and negligent manner;
  - b. Negligently, carelessly, and recklessly failed to maintain a proper lookout;
  - c. Negligently, carelessly, and recklessly operated said motor vehicle at a speed which was greater than posted or reasonable under the circumstances;
  - d. Negligently, carelessly and recklessly failed to obey traffic signals or posted traffic control signs;
  - e. Negligently, carelessly and recklessly failed to stop motor vehicle when danger of a collision was imminent;
  - f. Negligently, carelessly and recklessly failed to maintain control over said motor vehicle;
  - g. Negligently, carelessly and recklessly failed to keep said motor vehicle within its designated lane of traffic;
  - h. Negligently, carelessly and recklessly failed to maintain a safe and reasonable distance from Plaintiff's insured's motor vehicle;
  - i. Was otherwise negligent and careless in the operation of said motor vehicle.

8. That as a direct and proximate result of the aforementioned negligent acts or omissions to act by the Defendant, the Defendant's motor vehicle collided with the Plaintiff's insured's parked motor vehicle, and pursuant to the aforementioned policy of insurance Plaintiff was required to and did pay to, or on behalf of, its insured \$8,752.00 as and for property damage made under the policy, and the insured had a deductible of \$500.00.

**WHEREFORE**, Safeway Insurance Company, as subrogee of Juana Tellez, demand judgment against the Defendant Panfilo J. Cordero Diaz, in the sum of \$9,252.00, plus costs.

  
Attorney for the Plaintiff

Under penalties as provided by law pursuant to Illinois Supreme Court Rule 222 and Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the total of money damages sought does not exceed \$50,000.00 and that the statements set forth are true and correct; except that matters stated therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

  
Attorney for the Plaintiff

MATHEIN & ROSTOKER, P.C.  
662 West Grand Ave  
Chicago, Illinois 60654  
(312) 421-3038  
Attorney No. 15916  
[notice@mathein-rostoker.com](mailto:notice@mathein-rostoker.com)



90003

03-24-89 05-08-25 05-08-25

PURSUANT TO THE PROVISIONS OF THE ILLINOIS VEHICLE CODE, THE FOLLOWING INFORMATION IS FURNISHED FROM THE DRIVER'S LICENSE FILE OF THE PERSON IDENTIFIED ABOVE.

PANFILO J CORDERO DIAZ  
535 HILL DR APT 302  
HOFFMAN ESTATES 60169

CONT LIC DATE	ISSUE DATE	BIRTH DATE
00:00:00	00:00:00	03:24:89

GENCER	HEIGHT	WEIGHT	HAIR	EYES
M	0:00	000		

DE	COL	TA	CLASS	ENDORS	MC	RESTRICTION	EXPIRATION DATE
	N	0			X	NONE	00:00:00

TYPE ACTION		STOP IN EFFECT
17	SUSPENSION EFF-DT 05-27-24 PROV-DT 11-27-24 OFFENSE 1 0501 01 TIC-NO=SE752574 ARR-DT 04-11-24 SUS-LGTH=06MO BAC-LV=15 IL COURT=COOK - 3RD STATUTORY SUMMARY SUSPENSION/FAIL OR REFUSE ALCOHOL/DRUG TEST	YES
10	AMEND EFF-DT 05-27-24 AMEND OF ORDER OF STATUTORY SUMMARY SUSPENSION	
17	SUSPENSION EFF-DT 08-15-24 PROV-DT 08-15-25 OFFENSE 1 0501 01 TIC-NO=SH113203 ARR-DT 06-29-24 SUS-LGTH=12MO BAC-LV=18 IL COURT=COOK - 3RD STATUTORY SUMMARY SUSPENSION/FAIL OR REFUSE ALCOHOL/DRUG TEST	YES
94	CONVICTION ARR-DT 04-11-24 DISP-DT 08-28-24 OFFENSE 1 0501D TIC-NO=30258 DOC LOC NO= IL-COURT=COOK - 3RD CMV=N HZ=N CDL=N VIOLATION OF DUI	
01	REVOCATION EFF-DT 09-27-24 BLIG-DT 05-27-25 OFFENSE 6 205 A2 OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE	YES
47	SR22 REQ DATE 09-27-24 REVOCATION FINANCIAL RESPONSIBILITY INSURANCE REQUIRED	
94	CONVICTION ARR-DT 06-29-24 DISP-DT 08-28-24 OFFENSE 1 0501C TIC-NO=30308 DOC LOC NO= IL-COURT=COOK - 3RD CMV=N HZ=N CDL=N VIOLATION FOR DUI	
01	REVOCATION EFF-DT 09-27-24 BLIG-DT 08-15-29 OFFENSE 6 205 A2 OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE	YES
47	SR22 REQ DATE 09-27-24 REVOCATION FINANCIAL RESPONSIBILITY INSURANCE REQUIRED	
	* END OF RECORD *	

EXHIBIT

EXHIBIT D

This is to certify, that to the best of my knowledge and belief, after a careful search of my records that the information set out herein is a true and accurate copy of the captioned individual's driving record, identified by driver's license number, and I certify that all statutory notices required as a result of any driver control actions taken have been properly given.

SECRETARY OF STATE