

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE – ILLINOIS

### SCHEDULE

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

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

#### INSURING AGREEMENT

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

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

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

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

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

1. To which no liability bond or policy affording coverage for "property damage" applies at the time of the accident.
2. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident. In this case, its limit for property damage liability must be less than the minimum limit for property damage liability specified by the financial responsibility law of Illinois.

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

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

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

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

#### EXCLUSIONS

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

1. If you or your legal representative settles the "property damage" claim and such settlement prejudices our right to recover payment.
2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
3. For the first \$250 of the amount of the "property damage" to each of "your covered autos" as the result of any one accident.
4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.
5. If the owner or operator of the "uninsured motor vehicle" cannot be identified.

- B.** This coverage shall not apply directly or indirectly to benefit any insurer of the property.

- C. We do not provide Property Damage Uninsured Motorists Coverage for punitive or exemplary damages.

#### **LIMIT OF LIABILITY**

- A. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:
1. The limit of liability shown in the Schedule or in the Declarations; or
  2. The actual cash value of "your covered auto".
- This is the most we will pay, regardless of the number of:
1. Claims made;
  2. Vehicles or premiums shown in the Schedule or Declarations; or
  3. Vehicles involved in the accident.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

#### **OTHER INSURANCE**

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

#### **ARBITRATION**

- A. If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this endorsement; or

2. As to the amount of damages;

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

- B. Each party will:
1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of damages.

#### **ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS**

A person seeking coverage under this endorsement must also:

1. Promptly send us copies of the legal papers if a suit is brought.
2. Provide us with:
  - a. The name and address of the owner of the "uninsured motor vehicle"; or
  - b. The registration number or description of such vehicle; or
  - c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.

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