

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## STATE ENDORSEMENT – ILLINOIS

The following amendment changes the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability, as required by Illinois law, to be provided under a policy of automobile liability insurance:

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

### DEFINITIONS

Under the **Definitions** section, the following changes are made:

The definition of “you” and “your” is replaced by the following:

Throughout this policy, “you” and “your” refer to the named insured shown in the Declarations, and:

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

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

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

The definition of “family member” is replaced by the following:

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

### PART A – LIABILITY COVERAGE

Under the **Insuring Agreement**, Paragraph A is replaced by the following:

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident involving “your covered auto”. We will settle or defend, as we consider appropriate any claim or suit asking for these damages. In addition to our limit of liability we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

Under **Exclusions**, the following changes are made:

Exclusion 1. is replaced by:

1. Who intentionally causes “bodily injury” or “property damage” or whose willful actions a reasonable person could foresee may cause injury or loss.

However, this exclusion shall not apply to an innocent co-insured who did not cooperate or contribute to the creation of the loss, if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the loss.

Exclusion 6. is replaced by the following:

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

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

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

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

Exclusion 7. is replaced by the following:

7. Maintaining or using “your covered auto” while that “insured” is employed or otherwise engaged in any “business” (other than farming or ranching) not described in Exclusion 6.

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

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

Exclusion 8. is replaced by the following:

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

The following exclusion is added:

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

- a. To the maintenance or use of “your covered auto” by any “insured” other than you or any “family member”; or
- b. When a third party acquires a right of contribution against you or any “family member”.

## **PART B – MEDICAL PAYMENTS COVERAGE**

The **Insuring Agreement** provision is replaced by the following:

### **INSURING AGREEMENT**

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:

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

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

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

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

Under **Exclusions**, the following changes are made:

Exclusion 1. is replaced by the following:

1. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. However, this does not apply to a share the expense carpool.

Exclusion 4. is deleted.

Exclusion 6. is deleted.

## **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**

The **Limit of Liability** provision is replaced by the following:

### **LIMIT OF LIABILITY**

- A. We will pay the limit shown in the Declarations or Schedule for the applicable vehicle, which is agreed to be the Guaranteed Value® of "your covered auto", inclusive of any applicable taxes and fees, in case of a total loss or "constructive total loss".
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the Guaranteed Value® per vehicle shown in the Declarations or Schedule.

Under **Exclusions**, Exclusion 10. is replaced by the following:

We will not pay for:

10. Loss or damage intentionally caused or directed by you or any "family member". Intentional loss means any loss arising out of any act you or any "family member" commits or conspires to commit with the intent to cause a loss.

However, this exclusion shall not apply to an innocent co-insured who did not cooperate or contribute to the creation of the loss, if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the loss.

If we pay a claim pursuant to Exclusion 10., our payment is limited to that innocent co-insured's interest in "your covered auto" less any payments we first made to a loss payee or other parties with a legal secured interest in "your covered auto". In no event will we pay more than the Limit of Liability.

## **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
  - a. Examinations to be video and/or audio recorded.

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- b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
- c. Your spouse, any "family member" and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

## **PART F – GENERAL PROVISIONS**

The **Regular Use Vehicle Requirement** provision is replaced by the following:

### **REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE**

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of "your covered auto". In no event will this policy:
  - 1. Provide coverage for any vehicles other than "your covered auto"; or
  - 2. Be your primary personal vehicle insurance; or
  - 3. Provide insurance for any auto or other motor vehicle, other than "your covered auto", with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a "family member" or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
  - 1. You must own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
    - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
    - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection ("PIP") coverage (in states where PIP is required).
    - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you.
    - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
  - 2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you:
    - a. Coverage under this policy shall share proportionately with other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
    - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and

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- c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than “your covered auto”, all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
- 3. To the extent allowed by law, we have the right to cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

Under the **Concealment or Fraud** provision, the following is added:

With respect to the application for or policy of insurance, this condition does not apply once the policy has been in effect for one year or one policy period, whichever is less. Notwithstanding the limitation in this paragraph, we may cancel or nonrenew this policy in accordance with the terms of A. Cancellation and B. Nonrenewal in the Termination provision of this endorsement shown below.

Under the **Payment of Loss** provision, the second paragraph is replaced by the following:

The amount we will pay for a total loss or “constructive total loss” of “your covered auto(s)” shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or “constructive total loss”.

Under the **Termination** provision, the following changes are made:

Under A. Cancellation, 2. and 3. are replaced by the following:

- 2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
  - a. At least 10 days’ notice if cancellation is for nonpayment of premium; or
  - b. At least 30 days’ notice in all other cases.

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

- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver’s license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses “your covered auto”;
 has been suspended or revoked. This must have occurred within the 12 months prior to the notice of cancellation.
  - c. If the policy was obtained through material misrepresentation;
  - d. If the insured is in violation of any of the terms and conditions of the policy;
  - e. The named insured failed to disclose motor vehicle accidents and moving traffic violations for the preceding 36 months, if such information is called for in the application;
  - f. Any insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
  - g. The named insured or any other operator who either resides in the same household or customarily operates an automobile insured under such a policy:
    - (1) Has, within the 12 months prior to the notice of cancellation, had his driver’s license under suspension or revocation;

- (2) 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;
  - (3) Has an accident record, conviction record (criminal or traffic), or a physical or mental condition which is such that his operation of an automobile might endanger the public safety;
  - (4) Has, within the 36 months prior to the notice of cancellation, been addicted to the use of narcotics or other drugs; or
  - (5) Has been convicted or violated conditions of pretrial release, 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 operators or chauffeurs license, or has been convicted or violated conditions of pretrial release 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 or different offenses; or
- h. The insured automobile is:
- (1) So mechanically defective that its operation might endanger public safety;
  - (2) 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);
  - (3) Used in the business of transportation of flammables or explosives;
  - (4) An authorized emergency vehicle;
  - (5) Changed in shape or condition during the policy period so as to increase the risk substantially; or
  - (6) Subject to an inspection law and it has not been inspected or, if inspected, has failed to qualify.

Notification will also be sent to the named insured's broker, if known, or agent of record, if known, and to the loss payee listed on the policy.

B. Nonrenewal is replaced by the following:

- B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period and will include a specific explanation of the reasons for nonrenewal. Notification will also be sent to the named insured's broker, if known, or agent of record, if known, and to the loss payee listed on the policy. If the policy period is other than 1 year, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

If this policy has been in effect for 5 years or more, we will only nonrenew or refuse to continue the policy if we:

- 1. Mail you notice of our intent 60 days prior to the expiration date; or
- 2. Mail you notice of our intent 30 days prior to the expiration date for any of the following reasons:

- a. The policy was obtained through a material misrepresentation;
- b. If the insured is in violation of any of the terms and conditions of the policy;
- c. The named insured failed to disclose motor vehicle accidents and moving traffic violations for the preceding 36 months, if such information is called for in the application;
- d. Any insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
- e. The named insured or any other operator who either resides in the same household or customarily operates an automobile insured under such a policy:
  - (1) Has, within the 12 months prior to the notice of non-renewal had his drivers license under suspension or revocation;
  - (2) 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;
  - (3) Has an accident record, conviction record (criminal or traffic), or a physical or mental condition which is such that his operation of an automobile might endanger the public safety;
  - (4) Has, within the 36 months prior to the notice of non-renewal, been addicted to the use of narcotics or other drugs; or
  - (5) Has been convicted or violated conditions of pretrial release, during the 36 months immediately preceding the notice of nonrenewal, 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 operators or chauffeurs license, or has been convicted or violated conditions of pretrial release for 3 or more violations within the 12 months immediately preceding the notice of non-renewal, of any law, ordinance or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses; or
- f. The insured automobile is:
  - (1) So mechanically defective that its operation might endanger public safety;
  - (2) 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);
  - (3) Used in the business of transportation of flammables or explosives;
  - (4) An authorized emergency vehicle;
  - (5) Changed in shape or condition during the policy period so as to increase the risk substantially; or
  - (6) Subject to an inspection law and it has not been inspected or, if inspected, has failed to qualify.

Under D. Other Termination Provisions, the following changes are made:

1. is replaced by the following:

- 1. Proof of mailing of any notice shall be sufficient proof of notice.

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4. is added:

4. The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to the named insured.

The **Other Insurance Policies** provision is deleted.

The **Transfer Of Your Interest In This Policy** provision is replaced by the following:

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

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

1. The surviving:

- a. Spouse; or
- b. Party who has entered into a civil union with the named insured recognized under Illinois law;

if a resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a civil union with the named insured as if a named insured shown in the Declarations; and

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

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

The **State Law** provision is replaced by the following:

#### **STATE LAW**

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

1. Be changed to the extent necessary to conform to the law;
2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted.

The following is added:

#### **EXCESS COVERAGE**

Coverage under this policy applies on a primary basis only with respect to "your covered auto", and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Shared proportionately to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the minimum limits required by that law.



If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy for any non-owned vehicles, the coverage provided under this policy shall be excess over any other collectible insurance.

The following total policy exclusion is added:

**EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE**

- A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any:
  - 1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
  - 2. Personal vehicle sharing program, use or activity.
- B. For purposes of this exclusion:
  - 1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
  - 2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

All other policy provisions apply.