

**** THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.****

ILLINOIS PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

Your auto policy is amended as follows:

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE

WHAT WE COVER

We'll pay 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*.

DAMAGES WE WON'T PAY

We won't provide Uninsured Motorists Coverage for *property damage*:

- If *you* or *your* legal representative settles the *property damage* claim without *our* consent.
- When *your covered auto* is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
- Arising out of a *vehicle accident* that occurs while a vehicle accident that occurs while a vehicle is rented or leased by *you* or a *family member* to any person or organization, other than to *you* or a *family member*, including if such vehicle is being used in connection with a vehicle sharing program.
- Arising out of a *vehicle accident* that occurs while a vehicle:
 - Is being operated in, or practicing or preparing for, any prearranged or organized race, speed contest or other similar competition, including but not limited to timed events, rallies, sports events or stunting activities; or
 - Is on a racetrack, test track or any other track or course of any kind.
- For the first \$250 of the amount of the *property damage* to each of *your covered autos* as a result of any one accident.
- To any motor vehicle owned by *you* for which *you* have purchased *Collision* Coverage under this policy or any other policy.
- If the owner or operator of the *uninsured motor vehicle* cannot be identified.

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

ARBITRATION

If *we* and *you* do not agree:

1. Whether *you* are legally entitled to recover damages under this endorsement; or
2. As to the amounts of damages;

you 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. Each party will:

1. Pay the expenses incurred; and
2. Bear the expense of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which *you* live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether *you* are legally entitled to recover damages; and

2. The amount of damages. This applies only if the amount does not exceed the minimum limit of *property damage* liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART III: TERMS AND CONDITIONS

HOW MUCH WE'LL PAY

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 Declarations Page; 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 Declarations Page; or
3. Vehicles involved in the accident.

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of *the property damage* by or on behalf of persons or organizations that may be legally responsible.

WHAT TO DO AFTER AN OCCURRENCE OR LOSS

Under Property Damage Uninsured Motorists Coverage, the following is added:

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.

GLOSSARY

For the Property Damage Uninsured Motorists Coverage provided by this endorsement, the "**Glossary**" section is changed as follows:

The following definitions are replaced:

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.

Uninsured vehicle as used in this endorsement 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 limits 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.
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.

The following definition is added:

Your covered auto as used in this endorsement means:

1. A vehicle named on the Declarations Page;
2. A vehicle eligible for coverage as a newly acquired vehicle, as described under the property coverage part of *your* auto policy;
3. Any *trailer you* own; and
4. Any car or *trailer you* don't own while being used as a temporary substitute for one that's covered by one of the definitions above. But the car or *trailer* must be out of commission because of breakdown, repair, servicing, loss or destruction.

GENERAL CONDITIONS

General Conditions is modified as follows for the purposes of the Property Damage Uninsured Motorists Coverage provided by this endorsement:

1. OTHER INSURANCE

The following is added:

If there is other applicable similar insurance, we will pay only *our* share of the loss. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle *you* do not own shall be excess over any other collectible insurance.