



***Constitutional***  
*Casualty*

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*Insurance for Auto, Home & Business*

**Personal  
Auto  
Endorsements**

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## AUTO FORMS/ENDORSEMENTS

### PERSONAL AUTO

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“–” indicates mandatory form

## **EXCLUSION OF SNOWPLOW OPERATIONS** CC02 (Ed. 6-96)

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It is agreed that the insurance afforded by this policy shall not apply with respect to any claim arising from accidents which occur while the vehicle is being operated as a snowplow and/or salt spreader, or in any fashion used for the removal/movement of snow and/or ice

## **EXCLUSION OF CUSTOMIZATION** CC05 (Ed. 1-90)

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It is agreed that the insurance afforded by this policy shall not apply to any loss to any of the equipment or custom furnishings in or upon any pick-up or van. Custom furnishings or equipment include, but are not limited to, the following:

- A. Special carpeting and insulation, furniture, bars or television receivers.
- B. Facilities for cooking and sleeping.
- C. Height-extended roofs and running boards.
- D. Custom murals or paintings.
- E. T.V. Antennas, awnings, cabanas and equipment to create additional living facilities.

## **CUSTOMIZING EQUIPMENT COVERAGE** CC06 (Ed. 10-04)

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### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

- A. Exclusion 10. Of Part D — Coverage For Damage To "Your" Auto does not apply to coverage provided by this endorsement.
- B. With respect to a vehicle for which the Schedule or Declarations indicates that Customizing Equipment Coverage applies. We will pay for direct and accidental loss to custom furnishings or equipment Including but not limited to:
  - 1. Special carpeting and insulation, furniture, bars;
  - 2. Height-extending roofs;
  - 3. Custom murals, paintings, or other decals or graphics;
  - 4. Pick-up tops.
- C. We will not pay, under this endorsement, for:
  - 1. Equipment designed for the reproduction of sound.
  - 2. Tapes, records or other devices for use with equipment designed for the reproduction of sound.
  - 3. A camper body or trailer.
  - 4. Loss to:
    - a. TV antennas;
    - b. awnings or cabanas; or
    - c. Equipment designed to create additional living facilities; and facilities for cooking.
- 5. Loss to any of the following or their accessories:
  - a. citizens band radio;
  - b. two-way mobile radio;
  - c. telephone; or
  - d. scanning monitor receiver; or

e. videotape recorder/players; or

f. televisions and television receivers, unless permanently installed in the vehicle headliner or headrest and the power to operate such device is derived solely from the vehicle battery.

With respect to the coverages and vehicles shown in the Declarations, the Limit of Liability provision in Section B is replaced by the following:

**LIMIT OF LIABILITY.** Our limit of liability for loss to custom equipment shall be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

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

### **NAMED DRIVER EXCLUSION**

CC07  
(Ed. 10-96)

In consideration of the premium at which this policy is written, it is agreed that all coverage afforded by this policy is void and shall not apply to any claim or suit which occurs as the result of any vehicle being operated by the following person(s):

If the above named excluded driver is the spouse of the named insured then the following paragraph applies:

Throughout this policy form, all reference to "you" and "your" is amended to refer to the named insured only and not the excluded spouse. It is also agreed this policy form is amended to delete all other reference to "family member" or "relative" residents of the same household in respect to the named insured's spouse. All other references to "spouse" in this policy form are also deleted while any vehicle is being operated by the spouse.

This endorsement cannot be cancelled or altered except by written notice from the Company.

ACCEPTED BY:

**(Copy with original signature on file with Company)**

Signature of Named Insured/Date  
Applicant

**(Copy with original signature on file with Company)**

Signature of Named Insured/Date  
Applicant (Spouse)

ACCEPTED BY:

**(Copy with original signature on file with Company)**

Signature of Excluded Person/Date

All other policy provisions, not in conflict herewith, apply.

**COMPREHENSIVE AND COLLISION  
DEDUCTIBLE NOTIFICATION**

CC08  
(Ed. 04-98)

To Our Illinois Policyholders:

Please be advised that you have the option to select higher deductibles if you carry Comprehensive or Collision coverages on your auto(s). By purchasing higher deductibles, you may be entitled to a premium savings.

To determine how much you could save, please contact your agent shown on the Declarations page of your Policy.

**SPLIT LIABILITY LIMITS**

CC09  
(Ed. 10-98)

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

**SCHEDULE\***

\$\_\_\_\_\_ each person

Bodily Injury Liability

\$\_\_\_\_\_ each person

Property Damage liability

\$\_\_\_\_\_ each person

The first paragraph of the Limit of Liability provision In Part A is replaced by the following:

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

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of :

1. "Insureds"
2. claims made;
3. vehicles or premiums shown in the Declarations or
4. vehicles involved in the auto accident

\* Entries may be left blank if shown elsewhere in this policy for this coverage

## **ILLINOIS INQUIRY NOTICE**

CC10  
(Ed. 10-98)

The Constitutional Casualty Insurance Company Complaint Department is:

Complaint Department  
5559 N. Elston Ave.  
Chicago, IL 60630  
1-800-833-3427  
(773) 763-7100

The address of the Public Service Division of the Illinois Department of Insurance is:

Illinois Department of Financial and Professional Regulation  
Division of Insurance  
Springfield, IL 62767

## **UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE**

CC11  
(Ed. 10-98)

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

### **PART A — LIABILITY COVERAGE**

Part A is amended as follows:

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

#### **INSURING AGREEMENT**

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. 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 cost 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.

- B. Exclusion A.8. is replaced by the following: We do not provide Liability Coverage for any "insured":

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

- C. 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 acquired a right of contribution against you or any "family member."

### **PART B — MEDICAL PAYMENTS COVERAGE**

Part B is amended as follows:

- A. Section 2. Of the definition of "insured" is replaced by the following:

"Insured" as used in this Part means:

2. Any other person while "occupying":
  - a. "Your covered auto"; or
  - b. Any other auto operated by:
    - (1) You; or
    - (2) A "family member," if the auto is a private passenger auto or "trailer."
- B. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

However, this exclusion does not apply to:

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

## **PART C — UNINSURED MOTORISTS COVERAGE**

Part C is amended as follows:

- A. Section 2. Of the definition of "insured" is replaced by the following:

"Insured" as used in this Part means:

  2. Any other person "occupying":
    - a. "Your covered auto"; except where that vehicle is taken unauthoritatively then no coverage shall attach to operator or passengers occupying said vehicle.
    - b. Any other auto operated by you.
- B. Section 3. Of the definition of "uninsured motor vehicle" is replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer or any type:

  3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an object to hit:
    - a. You or any "family member";
    - b. A vehicle which you or any "family member" are "occupying"; or
    - c. "Your covered auto."If there is not physical contact with the hit-and-run vehicle the facts of the accident must be proved.
- C. Exception1. To the definition of "uninsured motor vehicle" is replaced by the following:

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

  1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which Part A of the policy applies and liability coverage is excluded for damages sustained in the accident.
- D. Exclusion B.3. is replaced by the following:

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

  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
- E. The following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured" while



"occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

However, this exclusion does not apply to:

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

F. The Arbitration provision is replaced by the following:

#### **ARBITRATION**

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

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

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

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

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

C. Unless both parties agree otherwise, arbitration will take place in the country in which the "insured" lives. 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 the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the 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 arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

#### **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**

Paragraph C. of the Limit of Liability provision in Part D is replaced by the following:

C. We may deduct for betterment:

1. If the deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
2. If the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

#### **PART F — GENERAL PROVISIONS**

The Termination provision of Part F is replaced by the following:

## TERMINATION

A. **Cancellation.** This policy may be canceled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us and to such named insured's agent or broker or record:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 30 days notice in all other cases.Other notice of cancellation must include a specific explanation of the reason for cancellation.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred during the 123-month period immediately preceding the notice of cancellation; or
  - c. If the policy was obtained through material misrepresentation .

The exact time of cancellation is at 12:01 A.M. on the cancellation date indicated.

## UNDERINSURED MOTORIST COVERAGE — ILLINOIS

CC12  
(Ed. 11-04)

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

#### SCHEDULE\*

#### Limit of Liability

\$\_\_\_\_\_ each accident

#### Premium

**Auto 1**

**Auto 2**

**Auto 3**

\$\_\_\_\_\_

\$\_\_\_\_\_

\$\_\_\_\_\_

## INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured Motor vehicle" because of "bodily injury":
1. sustained by an "insured: and
  2. caused by an accident.

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

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

1. We have been given written notice of a "tentative" settlement and decide to advance payment to the "insured" in an amount equal to that settlement; or
  2. We and an "insured" have reached a "settlement agreement".
- B. "Insured" as used in this endorsement means:
1. You or any "family member",
  2. Any other person "occupying":
    - a. "Your covered auto"; or
    - b. Any other auto operated by you.
  3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

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

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Illinois.
  2. Owned by or furnished or available for the regular use of you or any "family member".
  3. Owned by any governmental unit or agency.
  4. Operated on rails or crawler treads.
  5. Designed mainly for use off public roads while not upon public roads.
  6. While located for use as a residence or premises.
  7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
  8. To which a bodily injury bond or policy applies at the time of the accident but the bonding or insuring company:
    - a. Denies coverage; or
    - b. Is or becomes solvent.
- D. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving the "underinsured motor vehicle".
- E. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree

also as to the amount of damages. Such agreement shall be final and binding regardless of any subsequent judgment, or settlement reached by an "insured" with the owner or operator of the "underinsured motor vehicle."

## **EXCLUSIONS**

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
  - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
  - 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (A.1.) does not apply to a share-the-expense car pool.
  - 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (A.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
  - 3. While "occupying" any auto not , owned by, or furnished or available for the regular use of, you or any family member" when it is being used as a public or livery conveyance. However, this exclusion (A.3.) does not apply to:
    - a. A share-the-expense car pool; or
    - b. You or any "family member".
- C. This coverage shall not apply directly or indirectly to benefit any insure or self-insurer under any of the following or similar law:
  - 1. Worker's compensation law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

## **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for all damage resulting from any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insured's";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declaration;
  - 4. Vehicles involved in the accident.
- B. Except in the event of a "settlement agreement", the limit of liability for this coverage shall be reduced by all sums paid because of the "bodily injury"; by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.
- C. In the event of a "settlement agreement", the maximum limit of liability for this coverage shall be the amount by which the limit of liability for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

- D. The limit of liability for this coverage shall be reduced by all sums:
  - 1. Paid or payable because of the "bodily injury" under any automobile medical payments coverage. This includes all sums paid under Part B of this policy.
  - 2. Paid or payable because of the "bodily injury" under any of the following or similar law:
    - a. Worker's compensation law.
- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- F. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Worker's compensation law.

### **OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.

If the coverage under this policy is provided:

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

The total damages payable from all policies that apply on a primary basis shall not exceed the limit of liability of the single policy providing the highest limit of liability on a primary basis.

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

The total damages payable from all policies that apply on an excess basis shall not exceed the amount by which the limit of liability of the single policy providing the highest limit of liability on an excess basis exceeds the limit of liability on a primary basis.

If underinsured motorists coverage for "bodily injury" is available to an "insured" from more than one policy provided by us or any other insurer, the total limit of liability available from all policies provided by all insurers shall not exceed the limit of liability of the single policy providing the highest limit of liability. This is the most that will be paid

regardless of the number of policies involved, persons covered, claims made, vehicles insured, premiums paid or vehicles involved in the accident.

## **ARBITRATION**

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

## **ADDITIONAL DUTIES**

Any person seeking coverage under this' endorsement must also:

Give us written notice of a "tentative settlement" and allow us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- 1. File suit against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such suit cannot be abandoned, or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".
- 2. Promptly send us copies of the legal papers if a suit is brought.
- 3. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

## **PART F. — GENERAL PROVISIONS**

The Our Right To Recover Payment provision of Part F is replaced by the following with respect to Underinsured Motorists Coverage:

### **OUR RIGHT TO RECOVER A PAYMENT**

A. If we make a payment under this policy and the person has a right to recover damages from another, we shall be subrogated to that right. That person shall do:

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

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

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

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

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

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

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

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

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

## **NOTIFICATION OF INSURANCE PRACTICES** CC13 (Ed. 7-01)

When you applied to our Insurance Company, you entrusted us with some personal information about yourself. Like you, we are concerned with your privacy and its protection. Therefore, we want you to know about our procedures for protecting your policy, and your right and responsibilities regarding recorded information about you. As our customer, we want you to understand how we gather information, how we protect it and how you can help insure its accuracy.

This information is provided to you in accordance with the Federal Fair Credit Reporting Act, Public Law 91-508, and the Privacy Laws of your state.

### **WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU**

We get most of our information directly from you. In most cases, the application you complete gives us all the

information we need to evaluate you or your property for insurance. Should we need additional information or want to verify information you have given us, we will contact you, either by phone or mailed questionnaire. Once you have been insured with us for a period of time, your record may contain information related to any claims you made under your policy.

In some insurance transactions, we may not be able to get all the information we need directly from you. In that case, we may obtain information from outside sources at our own expense. For example, with auto insurance, we routinely obtain a record of accidents, violations and convictions from your State Motor Vehicle Department and/or C.L.U.E. Similarly, we may ask a doctor who has treated you to confirm or give us more details about medical information you have given us.

We may get information by personal or telephone interviews or by writing members of your family, friends, neighbors, employers, insurance agents or other insurance companies with whom you have applied for a policy, and others who you know. Sometimes, before we ask for information from one of these sources, we may ask you to sign an AUTHORIZATION, which gives us the right to proceed.

In some instances, we will have your insurance agent contact the sources described above to get the additional information we need. However, it is common for an insurance company to ask an independent source to help it verify information and add to information given on an application. There are many such companies, which are commonly called "consumer reporting agencies," which are in the business of being an outside, independent source of information to insurance companies. If we retain an agency to gather information for us, we will choose one that is discreet and impartial. We may only ask such an agency to verify the address, marital status or other information you have given us in your application. If we need more details than you have given us, we will ask the agency to prepare a consumer or investigative report.

Such reports are used to help us decide if you qualify for the insurance for which you have applied. The consumer reporting agency would obtain information about you in the same way that we would. That is, they will contact persons you know. If the agency prepares a report on you, it may deal with your mode of living, character, general reputation and personal characteristics, such as your health, job and finances. When it is applicable, such a report could also have information on your marital status, driving record, job duties, drug or alcohol use, dangerous sport activities or any official record or criminal activity.

On insurance for homes, buildings or boats, for example, if we asked an independent agency to prepare a report, the agency would send out an investigator to view your property and verify information on your application. The report would contain information on the value and condition of your



property, and would frequently contain a photograph of it. Similarly, on insurance for personal property, such as jewelry, antiques or art, you may be required to obtain a report prepared by an appraiser. Only in a rare case would we ask for an investigator or consumer report in connection with an auto policy. If we did, information in that report would relate to your driving record, use of the automobile, drug or alcohol use and similar details.

The information we receive about you from an independent reporting agency will be treated in the same confidential way in which we treat the information you gave us on your application. However, the information collected by the agency may be retained by them and later shared with others who use these reports. It will be given to others only to the extent permitted by the Federal Fair Credit Reporting Act and your state's Fair Credit Reporting Act, if it has one.

If we use an independent reporting agency to prepare a report on you, you have the right to be personally interviewed by them. Information you give the agency during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency can contact you, and every effort will be made to interview you.

Even if you are not interviewed, you have the further right to request that the reporting agency provide you with a copy of the report it makes. To do so, contact your agent. We, in turn, will provide you with the name and address of any agency we have used to prepare a report on you so that you can contact them directly to find out more about that report.

## **WHAT WE DO WITH INFORMATION ABOUT YOU**

Information about you will be kept in our policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims.

Without your prior authorization, we may, as permitted by law, share information about you contained in our files with certain persons or organizations. The types of persons or organizations with which we may share information include:

1. your agent, broker or sales representative,
2. adjusters, appraisers, investigators and attorneys,
3. persons or organizations who need the information to perform a business, professional or insurance function for us, such as businesses that help us with data processing or marketing,
4. other insurance companies, agents or consumer reporting agencies as it is needed in connection with any application, policy or claim involving you,
5. an insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims,
6. a medical professional to inform you of a medical condition of which you may not be aware,
7. persons or organizations that conduct scientific research, including actuarial studies, management audits, financial audits or program evaluations,

8. our affiliated companies or
9. to a court or government agencies when subpoenaed.

CC15  
(Ed. 10-98)

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**SPLIT UNINSURED MOTORISTS LIMITS**

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

**SCHEDULE\***

Uninsured Motorist Coverage \$\_\_\_\_\_ each person

\$\_\_\_\_\_ each accident

The first paragraph of the Limit of Liability provision in Part C is replaced by the following:

**LIMIT OF LIABILITY**

The limit of liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "insureds"
2. claims made;
3. vehicles or premiums shown in the Declarations or
4. vehicles involved in the accident.

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

CC16  
(Ed. 10-98)

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**SPLIT UNDERINSURED MOTORISTS LIMITS**

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

**SCHEDULE\***

Underinsured Motorists Coverage

\$\_\_\_\_\_ each person

\$\_\_\_\_\_ each person

The first paragraph of the Limit of Liability provision in the Underinsured Motorists Coverage Endorsement is replaced by the following:

**LIMIT OF LIABILITY**

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

liability shown in the Schedule or in the Declarations for each accident

For Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

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

1. "insured,"
2. claims made;
3. vehicles or premiums shown in the Declarations; or
4. vehicles involved in the accident.

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

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**PUNITIVE OR EXEMPLARY DAMAGE  
EXCLUSION ENDORSEMENT – ILLINOIS** CC17  
(Ed. 10-98)

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

Regardless of any other provision of this policy, this policy does not apply punitive or exemplary damages. We will, however, provide defense for such action when suit involves both compensatory and punitive or exemplary damages.

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**CHANGES IN PERSONAL AUTOMOBILE POLICY  
WAIVER OF DEDUCTIBLE—COLLISION** CC18  
(Ed. 10-98)

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

The policy is changed by the addition of the following of the INSURING AGREEMENT of PART D — COVERAGE FOR DAMAGE TO YOUR AUTO:

The deductible amount shown in the Declarations for Collision Coverage shall not apply to loss caused by collision with another vehicle also insured by Constitutional Casualty Company.

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**AUTO WINDSHIELD GLASS REPAIR  
SPECIAL WAIVER OF DEDUCTIBLE** CC19  
(Ed. 10-98)

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This policy is amended as follows:

If your "covered auto" is insured under Part D of this policy, and sustains damage to its windshield, you have the option to have that damage repaired or the windshield replaced subject to the following conditions:

1. Upon determination by a local windshield repair service, or the manufacturer of windshield repair products, that repairs would not render the windshield unsafe, we agree to pay for reasonable cost of such repairs. Additionally, we will waive the deductible amount shown in the Declarations. However, we will not do the actual repair work for you.
2. If repairs would render the windshield unsafe, or if you elect to have it replaced, the deductible amount shown in

the Declarations will apply to the windshield replacement. All other provisions of this policy apply.

**SEEPAGE, POLLUTION, CONTAMINATION,  
DEBRIS REMOVAL, COST OF CLEAN UP AND  
AUTHORITIES EXCLUSION ENDORSEMENT**

CC21  
(Ed. 04-03)

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

This Endorsement is a part of your policy. Except for the change it makes, all other terms of the policy remain the same and apply to this Endorsement. It is effective at the same time as your policy is issued with it. If issued at a later date, the name, policy number and effective date must be shown.

This Endorsement is issued by CONSTITUTIONAL CASUALTY COMPANY, Chicago, Illinois.

**NAMED INSURED\***

**POLICY NUMBER\***

**EFFECTIVE DATE\***

**12:01 A.M.  
STANDARD TIME**

(Applicable Owners, Landlords and Tenants, Liquor Liability, Commercial Property, Commercial Automobile, Private Passenger Automobile, Homeowners, and Dwelling Fire ).

This policy does not insure against loss, damage, costs (including defense) or expenses in connection with any kind of description of seepage, pollution, contamination including mold, debris removal or cost of clean up, direct or indirect, arising from any cause whatsoever.

Nevertheless, if a fire policy is attached to this Endorsement and a fire arises directly or indirectly from seepage, pollution, contamination, debris removal and/or clean up, any loss or damage insured under this Policy arising directly from that fire shall (subject to the terms, conditions and limitations of the Policy) be covered.

This policy does not insure against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any governmental authority, court or other authority arising from any cause whatsoever.

This policy does not apply to any:

- A. Liability, including defense, arising out of the actual, alleged or threatened discharge, dispersal, spill, release or escape of pollutants, contamination, debris removal or clean up:
  - (1) At or from premises owned, rented or occupied by the named insured;
  - (2) At or from any site or location used by or for the named

insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) Which are at any time loaded or unloaded from a covered auto or transported, towed, handled, stored, treated, disposed of or processed as waste by or for the named insured or any person or organization for whom the named insured may be legally responsible; or

(4) At or from any site or location on which the named insured, employee or any contractor or subcontractor working directly or indirectly on behalf of the named insured, is performing operations:

(a) If the pollutants are brought on or to the site or location in connection with such operations; or

(b) If the operations are to test for, monitor, clean up, remove, contain, heat, detoxify or neutralize pollutants;

(5) Bodily Injury or Property damage except when caused by heat, smoke, or fumes from a hostile fire;

B. Loss, cost or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

The words "hostile fire" are used herein to mean a fire which becomes uncontrollable or breaks out from where it was intended to be.

The word "pollutants" as used herein shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

It is the intent and effect of this provision to exclude any or all coverages afforded by this policy for any claim, action, judgement, liability, settlement, defense or expenses in any way arising out of a discharge, dispersal, release or escape of pollutants whether such results from the Insured's activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous, inevitable and wherever or however such occurs.

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

## **ADDITIONAL INTEREST ENDORSEMENT CORPORATE OWNED VEHICLE**

CC22  
(Ed. 10-98)

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

### **CORPORATE OWNED AUTOMOBILE AMENDED DEFINITION OF OWNED AUTOMOBILE**

It is agreed the definition of "owned automobile" is amended to include any automobile described in the Declarations which is owned by a corporation of which the named insured is an officer.

The Declarations outlines the coverage purchased by our insured for the described vehicle. All other provisions of this policy apply.

## **AMENDMENT OF POLICY PROVISIONS ILLINOIS**

CC23  
(Ed. 11-04)

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

### **PART A — LIABILITY COVERAGE**

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

#### **INSURING AGREEMENT**

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. 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 cost we incur. Our duty to settle or defend ends when our limit of liability for this coverage is exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

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

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

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

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

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

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

C. 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".

D. Exclusion A.8. is replaced by the following:

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

- 1. Using a vehicle without a reasonable belief that "Insured" is entitled to do so. This exclusion (A.8) does not apply to a "family member" using "Your covered auto" which is owned by you.

The following paragraph is added to the PART A FINANCIAL RESPONSIBILITY provision:

**FINANCIAL RESPONSIBILITY.**

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 provision.

**PART A — LIABILITY INSURANCE — OTHER INSURANCE,** is replaced by the following:

If there is other applicable liability insurance:

1. 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.
2. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own shall be primary if:
  - a. the limit of liability shown on the Declarations is equal to or greater than:
    - (1) \$100,000 for "bodily injury" to any one person in any one accident;
    - (2) subject to this limit per person, \$300,000 for "bodily injury" to two or more people in any one accident; and
    - (3) \$150,000 for "property damage".

**PART B – MEDICAL PAYMENTS COVERAGE**

Part B is amended as follows:

- A. Section 2. Of the definition of "insured" is replaced by the following:

"Insured" as used in this Part means:

3. Any other person while "occupying"

a. "Your covered auto"; or

b. Any other auto operated by:

(1) You; or

(2) A "family member", if the auto is a private passenger auto or "trailer"

- B. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

However, this exclusion does not apply to:

a. A share-the-expense car pool; or

b. You or any "family member".

**PART C — UNINSURED MOTORISTS COVERAGE**

Part C is amended as follows:

- A. Section 2. Of the definition of "insured" is replaced by the following:

"Insured" as used in this Part means:

2. Any other person "occupying":

a. "Your covered auto"; except where that vehicle is taken unauthoritatively then no coverage shall attach to operator or passengers occupying said vehicle.

b. Any other auto operated by you.

- B. Section 3. Of the definition of "uninsured motor Vehicle" I replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer or any type:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which, through physical contact, hits or causes an object to hit:
  - a. You or any "family member" resulting in bodily injury;
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".

If there is not physical contact with the hit-and-run vehicle, the facts of the accident must be proven.

- C. Exception 1. To the definition of "uninsured motor vehicle" is replaced by the following:

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

1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which Part A of the policy applies and liability coverage is excluded for damages sustained in the accident.

- D. Exclusion B.3. is replaced by the following:

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

3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

- E. The following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured" while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

However, this exclusion does not apply to:

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

Under Part C UNINSURED MOTORISTS COVERAGE the following is added under OTHER INSURANCE (3a.):

The total damages payable from all policies that apply on a primary basis shall not exceed the limit of liability of the single policy providing the highest limit of liability on a primary basis.

Under PART C UNINSURED MOTORISTS COVERAGE the following is added under OTHER INSURANCE (3.b.):

The total damages payable from all policies that apply on an excess basis shall not exceed the amount by which the limit of liability of the single policy providing the highest limit of liability on an excess basis exceeds the limit of liability on a primary basis.

Under PART C – UNINSURED MOTORISTS COVERAGE, the following paragraph is added under OTHER INSURANCE:



4. If uninsured motorists coverage for "bodily injury" is available to an "insured" from more than one policy provided by us or any other insurer, the total limit of liability available from all policies provided by all insurers shall not exceed the limit of liability of the single policy providing the highest limit of liability. This is the most that will be paid regardless of the number of policies involved, persons covered, claims made, vehicles insured, premiums paid or vehicles involved in the accident.

F. The Arbitration provision is replaced by the following:

#### **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

1. Whether the "insured" is legally entitled to recover damages; and
3. The amount of damages. This applies only if the amount does not exceed the lesser of:
  - a. \$50,000 for "bodily injury" to any one person in any one accident.

Subject to this limit per person, \$100,000 for "bodily injury" to two or more people in any one accident; or

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

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

## **PART D — COVERAGE FOR DAMAGE TO YOUR AUTO**

Part D is amended as follows:

A. Exclusion 8. is replaced by the following:

We will not pay for:

8. Loss to:

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

This exclusion (8.) does not apply to a:

- a. "trailer"., and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 30 days after you become the owner.

B. Paragraph C. of the **Limit of Liability** Provision is replaced by the following:

C. We may deduct for betterment:

1. If the deductions reflect a measurable decrease in market value attributable to the poorer condition of, or, prior damage to, the vehicle.
2. If the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

Paragraph C. of the Limit of Liability provision in Part D is replaced by the following:

C. We may deduct for betterment:

1. If the deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
4. If the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

The following paragraph is added to the **PART E — DUTIES AFTER ACCIDENT OR LOSS** provision:

E. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

## **PART F — GENERAL PROVISIONS**

The Termination provision of Part F is replaced by the following:

### **TERMINATION**

A. Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us and to such named insured's agent or broker of record:
  - a. At least 10 days notice of cancellation is for non-payment of premium; or
  - b. At least 30 days notice in all other cases.Other notice of cancellation must include a specific explanation of the reason for cancellation.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred during the 123-month period immediately preceding the notice of cancellation; or

c. If the policy was obtained through material misrepresentation.

The exact time of cancellation is at 12:01 A.M. on the cancellation date indicated.

B. Non renewal. 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 and to such named insured's agent or broker of record. 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 non-renewal. If the policy period is:

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

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

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

C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation

premium when due shall mean that you have not accepted our offer.

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

D. Other Termination Provisions

- 1. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 5. We will give the same advance notice of cancellation or non-renewal to the loss payee stated in the policy as we give to the named insured shown in the Declarations.

COVERED PROPERTY COVERAGE

PP 03 07  
(Ed. 12-89)

SCHEDULE

| Your Covered Auto(s) | Amount for all Covered Property | Deductible | Deductible |
|----------------------|---------------------------------|------------|------------|
| _____*               | \$ _____*                       | \$ _____*  | \$ _____*  |
| _____*               | \$ _____*                       | \$ _____*  | \$ _____*  |

The provisions and exclusions that apply to Part D — Coverage for Damage to Your Auto also apply to this endorsement except Exclusion 8. and the Limit of Liability provision.

We will pay for direct and accidental loss to "covered property" while it is in or attached to the auto shown in the Schedule or in the Declarations for which a specific premium charge indicates that Covered Property Coverage is provided.

"Covered property" means awnings, cabanas or equipment designed to create additional living facilities.

ADDITIONAL EXCLUSIONS

We will not pay for:

- 1. Loss to business or office equipment.
- 2. Loss to articles which are sales samples or used in exhibitions.

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

- 1. Stated amount shown in the Schedule or in the Declarations;
- 2. Actual cash value of the stolen or damaged property; or
- 3. Amount necessary to repair or replace the property.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations.

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

\*Entries may be left blank if shown elsewhere in this policy for coverage.

**COVERAGE FOR AUDIO, VISUAL AND DATA  
ELECTRONIC EQUIPMENT AND TAPES, RECORDS,  
DISCS AND OTHER MEDIA**

PP 03 13  
(Ed. 12-98)

SCHEDULE

| Description*<br>of Vehicle | Limit of<br>Liability*                                      |   | Premium* |
|----------------------------|---|---|----------|
|                            | Coverage for Audio, Visual and<br>Data Electronic Equipment | Coverag for Tapes, Records,<br>Discs and Other Media ONLY |          |
|                            | \$  | \$200   | \$       |
|                            | \$  | \$200   | \$       |
|                            | \$  | \$200   | \$       |

The provisions and exclusions that apply to Part D — LIMIT OF LIABILITY Coverage for Damage to Your Auto, other than Exclusion 4., also apply to coverage provided by this endorsement except as modified herein.

**INSURING AGREEMENT**

We will pay, without application of a deductible, for direct and accidental loss to any electronic equipment that receives or transmits audio, visual or data signals and is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in "your covered auto" at the time of the loss.

We will also pay, without application of a deductible, for direct and accidental loss to:

- 1. Any accessories used with electronic equipment permanently installed in "your covered auto" and not designed solely for the reproduction of sound; and
- 2. Tapes, records, discs or other media if they are:
  - a. your property or that of a "family member;" and
  - b. in "your covered auto" at the time of the loss.

**EXCLUSION**

We will not pay, under this endorsement, for any electronic equipment that is:

- 1. Necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- 2. Both:
  - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in "your covered auto;" and
  - b. permanently installed in the opening of the dash or console of ""your covered auto." This opening must be normally used by the manufacturer for the installation of a radio.

With respect to coverage under this endorsement, the Limit of Liability provision of Part D is replaced by the following:

1. Our limit of liability for the total of all losses to audio, visual or data electronic equipment and any accessories used with this equipment, as a result of any one occurrence shall be the lesser of the:
  - a. stated amount shown in the Schedule or in the Declarations;
  - b. actual cash value of the stolen or damaged property; or
  - c. amount necessary to repair or replace the property.
2. Our limit of liability for the total of all losses to tapes, records, discs or other media, as a result of any one occurrence shall be the lesser of:
  - a. \$200;
  - b. the actual cash value of the stolen or damaged property; or
  - c. the amount property.  
If coverage for audio, visual or data electronic equipment and accessories used with the equipment is purchased, the limit of liability applicable for losses to tapes, records, discs or other media is in addition to the limit of liability applicable to audio, visual or data electronic equipment and any accessories used with the equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

\*Entries may be left blank if shown elsewhere in this policy for this coverage. All other provisions of this policy apply.

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**COVERAGE FOR DAMAGE TO YOUR  
AUTO EXCLUSION ENDORSEMENT**

PP 13 01  
(Ed. 12-99)

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

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

**I. Definitions**

The following definition is added:

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

**II. Part D — Coverage For Damage to Your Auto**

The following exclusion is added: We will not pay for: Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

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



