

AMENDATORY ENDORSEMENT-LEGAL EXPENSE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

ILLINOIS PERSONAL AUTOMOBILE INSURANCE POLICY

Coverage K. -Legal Expense Reimbursement. The Company will reimburse the named insured, up to \$500, for attorney's fees and expenses incurred by the named insured for services rendered by an attorney to defend the named insured against citation(s) alleging a moving violation of the Illinois Vehicle Code (625 ILCS 5/ et. seq.), or any such similar code of a municipality within the State of Illinois, while driving his or her owned automobile. The maximum benefit payable under this coverage is \$500 during the policy period stated in the declarations of the policy to which this endorsement is attached.

Definitions. Except as defined herein, the definitions under Part I of the policy apply to this endorsement:

"moving violation" means any traffic violation committed while an automobile is in motion:

"punitive or exemplary damages" means sums awarded by a court of competent jurisdiction against the named insured as a punishment or deterrent:

Exclusions. The coverage provided by this endorsement does not apply

- to: (a) any citation alleging violation of the Criminal Code of 1961 (720 ILCS 5/ et. seq.), Cannabis Control Act (720 ILCS 550/ et. seq.), Illinois Controlled Substances Act (720 ILCS 570/ et. seq.), Liquor Control Act of 1934 (235 ILCS 5/ et. seq.), or Illinois Identification Card Act (15 ILCS 335/ et. seq.):
- (b) any citation alleging a violation other than a moving violation;
 - (c) any citation issued outside the State of Illinois;
 - (d) any citation issued to anyone other than the named insured;
 - (e) any citation issued to the named insured while not driving his or her owned automobile;
 - (f) expenses or fees incurred with an attorney unlicensed to practice law in Illinois;
 - (g) any fine, penalty or assessment payable on a citation;
 - (h) any punitive or exemplary damages payable on a citation or otherwise; or
 - (i) the named insured's out-of-pocket expenses regardless of whether incurred by the named insured or his or her attorney, including but not limited to, court costs, towing charges, impound fees, travel expenses or any other incidental expenses relating to the citations(s).

Proof of Loss. Written proof of loss must be given to the Company within ninety (90) days of the date of the citation(s). Proof of loss must include a copy of the citation(s) and a copy of any bills or invoices incurred by the named insured for services rendered by his or her attorney to defend the named insured against citation(s) alleging a moving violation while driving an owned automobile. Failure to furnish such proof of loss within the time required shall invalidate the coverage provided by this endorsement. However, Failure to provide copies of bills or invoices for attorney's fees or expenses incurred after proof of loss has been provided hereunder shall not invalidate or reduce the coverage provided by this endorsement. Provided such bills or invoices are furnished as soon as reasonably

possible and in no event later than one (1) year from the time proof of loss is initially required to be furnished hereunder. All bills or invoices for attorney's fees and expenses submitted hereunder shall provide an itemization of the attorney's fees and expenses by citation. Following receipt of proof of loss. The Company shall have the right to request additional documentation to support the claim for coverage under this endorsement.

Action Against Company. Notwithstanding anything to the contrary stated in the policy to which this endorsement is attached, no action at law or in equity shall be brought to recover under the coverage provided by this endorsement prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this endorsement. No such action shall be brought after the expiration of one (1) year after the time proof of loss is initially required to be furnished hereunder. Except that the time limit for bringing such action shall be tolled from the date proof of loss is filed with the Company, in the form required above. until the claim is denied in whole or in part.

Selection of Attorney. Notwithstanding the Company's right to select counsel and control the defense of suits against an insured as described in Part I of the policy, the Company is not obligated to select and will not select an attorney for the named insured and shall not control the attorney the named insured selects for purposes of the coverage described in this endorsement. The named insured has the right to choose his or her own attorney under the coverage provided by this endorsement and the named insured shall be solely responsible to choose and retain his or her own attorney. The choice of attorney and the attorney's fees and expenses charged by that attorney shall not expand or enlarge the Company's obligation under this endorsement and the named insured shall be solely responsible to his or her own attorney for attorney's fees and expenses in excess of the Company's limit of liability under this endorsement.

Direct Auto Insurance Company