



**American Freedom  
Insurance Company**  
1699 Wall St Suite 600, Mt  
Prospect, IL 60056

### **POLICY ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE TERMS OF YOUR POLICY. READ IT CAREFULLY.**

In consideration of the premium charged it is agreed that the policy is hereby amended:

This endorsement is part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same. This endorsement is effective with respect to this policy and all renewals of this policy as follows

#### **Arbitration of Claims under Part III – Uninsured Motorist and Underinsured Motorist**

**Coverages J, L and K.** Any dispute with respect to the coverage and the amount of damages shall be submitted for arbitration to the American Arbitration Association and shall be subject to its rules of the conduct of arbitration hearings as to all matters except medical opinions. As to medical opinions, if the amount of damages being sought is equal to or less than the amount provided for in Section 7-203 of the Illinois Motor Vehicle Code, then the current American Arbitration Association Rules shall apply. If the amount being sought in an American Arbitration Association case exceeds that amount as set forth in Section 7-203 of the Illinois Motor Vehicle Code, then the Rules of Evidence that apply in the circuit court for placing medical opinions into evidence shall govern. Alternatively, disputes with respect to damages and the coverage shall be determined in the following manner: Upon the insured requesting arbitration, each party to the dispute shall select an arbitrator and the 2 arbitrators so named shall select a third arbitrator. If such arbitrators are not selected within 45 days from such request, either party may request that the arbitration be submitted to the American Arbitration Association. Any decision made by the arbitrators shall be written and shall be binding for the amount of damages not exceeding \$75,000 for bodily injury to or death of any one person, \$150,000 for bodily injury to or death of 2 or more persons in any one motor vehicle accident, or the corresponding policy limits under this Part, whichever is less. Arbitrations before a three arbitrator panel shall be subject to the rules of evidence in Illinois courts, except to the extent the use of such rules is modified by the Illinois Insurance Code. Each party shall bear the cost of his/her own arbitrator and shall share equally the cost of the third arbitrator. All arbitration hearings under this policy shall take place in the Illinois county in which the insured resides and in accordance with the usual rules governing procedures and admissions of evidence in courts of law of that county and not in accordance with any court mandated arbitration or mediation rules. If the person demanding arbitration does not reside in Illinois, then arbitration shall take place in an Illinois county in which the Company has an office. Any person making claim here under shall answer written questions under oath when served by the Company, as well as comply with the Company's request for production of documents supporting that person's claim. No arbitrator shall have authority to hear or decide class or representative claims.

**ALL OTHER POLICY PROVISIONS APPLY.**

Executive Vice President

Executive Vice President