

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Thera Lambert,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

American Family Mutual  
Insurance Company, a  
Wisconsin corporation,

Defendant.

Case No.

**CLASS ACTION**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Thera Lambert (“Plaintiff”), by and through undersigned counsel, brings this class action, individually and on behalf of all others similarly situated, against American Family Mutual Insurance Company (“Defendant”) and allege as follows:

**INTRODUCTION**

1. This class action lawsuit arises from Defendant’s deceptive, fraudulent, and unfair scheme through which Defendant systematically undervalues total-loss vehicles to arbitrarily reduce the ultimate payment to insureds who make total-loss claims under insurance policies issued by Defendant.

2. In the event of a “total loss” to an insured vehicle—*i.e.*, where repair of the vehicle is impossible or uneconomical—Defendant’s uniform insurance policies with Plaintiff and all putative Class members (defined below) promises to pay for the loss, limited to the actual cash value (“ACV”) of the vehicle. Attached as **Exhibit A** is a copy of Plaintiff’s Policy (“Policy”), which is materially identical to the policy for all members of the putative Class.

3. Defendant ignores and avoids its straightforward contractual obligation by directing its third-party vendor to systematically reduce total-loss valuations. Defendant's third-party vendor identifies the price of comparable vehicles listed for sale in the relevant market. *After* the vendor determines the value of the comparable vehicles, Defendant instructs its vendor to apply an arbitrary and baseless flat-rate adjustment to the value of each "comparable vehicle," which Defendant and its vendor call a "typical negotiation adjustment."

4. The "typical negotiation adjustment" is not based on any negotiations, typical or otherwise, and is not based on any market realities. Rather the "typical negotiation adjustment" ranges from 4-11% of the value of the "comparable vehicle." The vehicles with lesser value are subject to a greater percentage reduction, with the percentage adjustment becoming lower as the value of the "comparable vehicles" increases. This percentage reduction artificially reduces the total-loss payment for the totaled vehicle and, with the sliding percentage scale, ensures that every total loss payment Defendant makes to insureds is significantly and unconscionably reduced.

5. An integral part of Defendant's fraudulent scheme is a provision of the Policy which requires the parties to submit to an appraisal of the loss if there is a disagreement over the ACV. The appraisal provision requires the insured and the insurer to each hire, at their own expense, an appraiser, and to bear equally the expenses of an umpire selected by the two appraisers, as well as any other expenses of the appraisal. Since the amount by which the insureds' total-loss claims are underpaid is likely less (or only marginally greater) than the cost of the appraisal, Defendant knows and intends that the insureds will forego the appraisal process and accept the

artificially determined loss-payment for the total-loss claims. As designed by Defendant, the appraisal provision prevents plaintiff and the Class from effectively vindicating their rights under the Policy.

6. To be clear, this case does not present a dispute about loss—which both Parties agree exceeds ACV, such that the vehicle is a total loss—or even ACV, which Defendant never determines. Rather, this case challenges Defendant’s systematic and fraudulent scheme to misvalue insureds’ vehicles that are declared a total loss in a manner which does not comport with representations made by Defendant or obligations undertaken by Defendant in its Policies, in order to illegally increase its own profits. This is an issue that cannot be resolved through an appraisal process.

7. Moreover, the Policy is an unconscionable contract that was unilaterally drafted by Defendant with full knowledge of the unfair scheme it intended to employ to artificially reduce the value of its insured’s vehicles, and neither Plaintiff nor the members of the Class had any roll in drafting its terms.

8. Through Defendant’s deceptive, fraudulent, and unfair scheme, Defendant violated consumer protection laws, including the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*, breached its contracts and the covenant of good faith and fair dealing with its insureds, and was unjustly enriched.

9. As a result of Defendant’s deceptive, fraudulent, and unfair scheme, Plaintiff did not receive the benefit of her bargain, and thus sustained actual damages.

10. By this action, Plaintiff, individually and on behalf of the Class, seek damages and injunctive and declaratory relief.

## PARTIES

11. Plaintiff Thera Lambert, at all relevant times, was an Illinois citizen. Plaintiff owned a 2010 BMW 528xi that was insured under a Policy issued by Defendant, which was deemed a total loss on or around December 31, 2016. Plaintiff made a claim with Defendant for the total loss of the vehicle. Defendant provided a total loss valuation to Plaintiff for the total loss claim. Defendant based its offer upon a valuation report obtained from Audatex. Defendant valued Plaintiff's total loss claim at \$13,654.00. The market valuation report listed values of five different comparable vehicles and shows that Defendant and its vendor applied a "typical negotiation adjustment" of approximately 6% to all comparable vehicles without itemizing or explaining the basis of each adjustment and/or how the value of the deduction was determined. *See* Plaintiff's Market Value Report at 3-4, attached as **Exhibit B**.

12. Defendant American Family Mutual Insurance Company is a Wisconsin company with its principal place of business in Wisconsin. Defendant provides insurance coverage throughout the United States for first-party property damage under collision and/or comprehensive coverage.

## JURISDICTION AND VENUE

13. Minimal diversity exists under the Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1332(d), 1441(a)-(b), and 1453. Plaintiff and the proposed class members are citizens of the State of Illinois. Defendant is a Wisconsin Corporation that has its corporate headquarters in Wisconsin, and, at all relevant times hereto, Defendant was engaged in the business of marketing and selling insurance policies and adjusting insurance claims in the State of Illinois.

14. Plaintiff estimates that there are more than 100 putative class members, and the aggregate compensatory damages (in the amount of the typical negotiation adjustments that were deceptively deducted), claimed by Plaintiff and the Class are estimated in good faith to exceed

\$5,000,000.00.

15. Venue is proper in this District under 28 U.S.C. § 1391, as a substantial portion of the conduct giving rise to Plaintiff's claims occurred in this District, and Defendant transacts business in this District.

### **FACTUAL ALLEGATIONS**

#### **“Typical Negotiation”**

16. When valuing total-loss automobile claims, insurance companies like Defendant use third party companies to determine and purportedly pay the ACV of an insured's totaled vehicle subject to reduction for any policy deductible (and salvage value, if the insured retains the totaled vehicle).

17. To avoid full payment under its policies, Defendant has devised a blatant and unlawful scheme to reduce its total-loss payments to insureds, by use of an arbitrary and baseless “typical negotiation” adjustment.

18. Specifically, Defendant purports to determine the ACV of total-loss vehicles via a third-party vendor, Audatex or AudaExplore, through a system called Autosource Market-Driven Valuation (“Autosource”). The Autosource system identifies the price of comparable vehicles listed for sale online in the relevant market. Through Autosource, Defendant applies an arbitrary, invalid, and baseless “typical negotiation adjustment” to the comparable vehicles before determining the total-loss payment Defendant will make.

19. Defendant's “typical negotiation” adjustment is arbitrary and unsupportable. When offering the total-loss payment to an insured whose car was totaled, Defendant represents that the “typical negotiation” adjustment reflects the amount for which the car dealer will actually sell the vehicle. *See* Ex. B at 3. This is false. Neither Defendant nor any of its agents speak with any of the car dealers at all who they represent are willing to reduce the price of the vehicle. Defendant simply

makes it up.

20. Moreover, the across-the-board 4-11% reduction on used vehicles' internet prices is based on no negotiations, typical or otherwise, and does not reflect market realities, and neither relevant state insurance laws and regulations nor the Policy permit Defendant to make this arbitrary deduction. Indeed, Defendant applies the "typical negotiation adjustment" without contacting the identified dealerships or sellers, or even considering whether the car dealer ever discounts its price from the online listed price. Notably, in applying a universal percentage-based "typical negotiation adjustment" reduction, Defendant failed to consider that it is increasingly the practice in the used car market to avoid price negotiation by implementing "no haggle" pricing, particularly as to internet-posted prices.<sup>1</sup> Indeed, in addition, particularly during the COVID-19 pandemic, and the related supply chain problems with parts such as electronics for vehicles, used cars have been selling for a premium, with sale price typically *increasing* from posted price if it changes at all.<sup>2</sup>

21. Even setting COVID-19 aside, it was and is extremely rare for car dealers to sell a vehicle for less than the *online* listed price and, far more often than not, cars are sold for *more* than the online listed price. This is because online car shoppers are sophisticated consumers who are comparing the online listed price of a vehicle across multiple dealers in a broad geographic region. As such, car dealers list what is essentially the "best offer" or lowest possible price at which they can still maintain a profit margin, and do not negotiate from that price. Online shoppers can buy

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<sup>1</sup> See, e.g., <https://www.autonationlincolnclearwater.com/autonation-one-price.htm> (last visited Sept. 24, 2021) ("Not only is our no-haggle price low, it's guaranteed."); <https://www.carmax.com/about-carmax> (last visited May September 26, 2021) ("our 'no-haggle' prices transformed car buying and selling from a stressful, dreaded event into the honest, straightforward experience all people deserve.").

<sup>2</sup> See <https://www.cnbc.com/2021/08/07/used-car-prices-to-stay-high-until-automakers-fix-production-issues.html> (last visited Sept. 16, 2021); <https://abc7chicago.com/car-chip-shortage-2021-prices-auto-gm-closes-factories/11005980/> (last visited Sept. 16, 2021).

the car or not—what they generally cannot do is negotiate the price down over email or telephone.

22. Most cars, however, are sold in-person, where the price listed on the lot is not easily comparable to multiple other car dealers and thus, generally, cars are often sold for higher—sometimes far higher—than their online listed price.

23. Worse, *Defendant knows this to be the case*. Defendant, directly or through its agents and vendors, has access to data that demonstrates it is *far* more likely that a given vehicle will be sold for *more* than its online listed price than it is that it will be sold for *less* than its listed price. Despite such knowledge, Defendant falsely represents that every single vehicle—every single total loss claim—is likely to be sold for a flat percentage less than its listed online price. If Defendant’s valuation was based in actual fact and market reality of what is “likely” to happen, Defendant would *increase* the amount from the online listed price.

24. The arbitrary “typical negotiation adjustment,” ranging from 4-11% of the value of the comparable vehicle, is keyed only to the value of that vehicle, as the value of the “comparable vehicles” increases. This sliding percentage scale does not reflect “actual value” of the vehicle vehicles or any “typical negotiation,” but rather is meant to ensure that Defendant’s total loss payments are significantly reduced, even when a vehicle is not valuable.

25. Plaintiff does not contest the vehicles Defendant selected to use as comparable vehicles. Plaintiff does not contest Defendant’s representations of the listed price of comparable vehicles. Plaintiff does not contest the value assigned to differences in trim, condition, mileage, packages, and equipment between comparable vehicles and the total-loss vehicle. What Plaintiff contests is that Defendant instructed Audatex to apply arbitrary, capricious, and invalid “typical negotiation” adjustment across-the-board in determining its total-loss payments.

### **Defendant’s Deceptive and Unfair Appraisal Process**

26. An integral part of Defendant’s fraudulent scheme is a provision of Policy which

requires the parties to submit to an appraisal if there is a disagreement over the amount of loss. The appraisal provision requires the insured and the insurer to hire, at their own expense, an appraiser and to bear equally the expenses of an umpire selected by the two appraisers, as well as any other expenses of the appraisal. Since the amount by which the insureds' total-loss claims are underpaid is likely less than the cost of the appraisal, Defendant knows that the insureds will almost certainly forego the appraisal process and accept the artificially reduced ACV of the vehicle for their total-loss claims. As designed, the appraisal clause prevents plaintiff and the Class from effectively vindicating their statutory and common law causes of action.

27. To be clear, this case does not present a dispute about the amount of loss. Plaintiff does not contest Defendant's determination of the amount of loss, nor that the amount of loss exceeded the vehicle's ACV, such that the vehicle was determined by Defendant to be a total loss, i.e., totaled (uneconomical to repair). Rather, this case challenges Defendant's fraudulent scheme to illegally undervalue insureds' vehicles that are declared a total loss, in order to increase its own profits. This is an issue that cannot be resolved through an appraisal process that is part of that very scheme.

28. Importantly, Plaintiff does not contest the *amount* of the "typical negotiation" adjustment. Said another way, it is not that Defendant believes the Policy and Illinois law allow for a 6% typical negotiation adjustment, while Plaintiff believes only a 3% adjustment is permitted. Rather, Plaintiff alleges that *no typical negotiation adjustment is permitted at all* as a matter of law. This question cannot be determined through appraisal.

29. In sum, there is no dispute over the amount of loss. The dispute is over the vehicle's ACV.



### CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action individually and as a class action under Fed. R. Civ. P 23(a) and (b), on behalf of the following proposed Class:

All Illinois citizens insured by Defendant who, from the earliest allowable time through the date an Order granting class certification is entered, received a first-party total loss valuation and payment on an automobile total loss claim that included a “typical negotiation” or similarly-titled adjustment.

31. Excluded from the Class are Defendant and any of its members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; governmental entities; and the Judge(s) and Court staff assigned to this case and their immediate family members.

32. Plaintiff reserves her right to amend the Class definition if discovery and further investigation reveal that any Class should be expanded or narrowed, divided into additional subclasses, or modified in any other way.

33. **Numerosity.** The members of the Class are so numerous that individual joinder of all Class members is impracticable. While Plaintiff is informed and believes that there are thousands of Class members, the precise number is unknown to Plaintiff but may be ascertained from Defendant’s books and records. Class members may be notified of the pendency of this action by recognized Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

34. **Commonality and Predominance.** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- a. whether Defendant’s practice of applying a “typical negotiation adjustment” in determining total-loss payments is a breach of its contractual obligations;
- b. whether Defendant’s failure to disclose its use and use of a “typical negotiation

adjustment” when determining total-loss payments for a totaled vehicle until such an assessment is made is deceptive to a reasonable consumer, unconscionable, or otherwise a violation of the relevant consumer protection statute(s);

- c. whether Defendant’s practice of applying a “typical negotiation adjustment” in determining total-loss payments breached the covenant of good faith and fair dealing it has with Plaintiff and the other Class members;
- d. Whether Defendant was unjustly enriched at the expense of Plaintiff and the other Class members as a result of its conduct;
- e. whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief based on Defendant’s conduct; and
- f. whether Plaintiff and the Class are entitled to damages and the measure of damages owed to them.

35. **Typicality.** Plaintiff’s claims are typical of the other Class members’ claims because Defendant undertook the same practice of applying a “typical negotiation adjustment” in determining total-loss payments under materially similar policy provisions requiring payment of ACV. Plaintiff’s claims are based upon the same legal theories as those of the other Class members. Plaintiff and the other Class members sustained damages as a direct and proximate result of the same wrongful practices in which Defendant engaged. Plaintiff’s claims arise from the same practices and course of conduct that give rise to the claims of the other Class members.

36. **Adequacy of Representation.** Plaintiff is an adequate representative of the Class because Plaintiff’s interests do not conflict with the interests of the other Class members whom they seek to represent, Plaintiff has retained counsel competent and experienced in complex class action litigation, including successfully litigating class action cases similar to this one, where insurers breached contracts with insureds. The interests of the Class will be fairly and adequately

protected by Plaintiff and her counsel.

37. **Superiority.** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, such that it would be impracticable for the Class members to individually seek redress for Defendant's wrongful conduct. Even if the Class members could afford litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

#### COUNT 1

#### **VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT 815 ILCS, 505/1, *et seq.***

38. Plaintiff repeats and re-alleges all previously alleged paragraphs as if fully alleged herein.

39. This Count is brought by Plaintiff individually and on behalf of the Class.

40. Defendant, Plaintiff, and the Class members are "persons" within the meaning of 815 ILCS 505/1(c).

41. Plaintiff and the Class members are "consumers" within the meaning of 815 ILCS 505/1(e).

42. Defendant was and is engaged in "trade" or "commerce" within the meaning of 815 ILCS 505/1(f).

43. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois

CFA”) prohibits “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

44. As alleged herein, Defendant, through its agents, employees, and/or subsidiaries, violated the Illinois CFA by knowingly and intentionally concealing and failing to disclose material facts regarding its application of an arbitrary “typical negotiation” adjustment to comparable vehicles in order to reduce their market value and, as a result, the amount of Defendant’s ACV payment to insureds, as detailed above, in its Policy or otherwise until after the adjustments were made as part of the total-loss claim process.

45. Moreover, Defendant knowingly and intentionally represented that the specific car dealers were “likely” to sell the vehicles for significantly less than the online listed price, despite (i) never having spoken with or discussed such issue with any of the represented car dealers and (ii) knowing that it was exceedingly *unlikely* that the vehicles would be sold for less than the online listed price and, indeed, more likely that the vehicles would be sold for *more* than the online listed price.

46. Defendant also failed to comply with Illinois law, which requires insurance companies who use an “electronically computerized service” to determine the retail “market value” of a totaled vehicle to “include at last 2 currently available vehicles from licensed dealers in Illinois or 2 vehicles that have been sold by licensed dealers in Illinois...” Illinois Administrative Code Section 919.80(c)(2).

47. By knowingly and intentionally misrepresenting, omitting, concealing, and failing to disclose material facts regarding its application of an arbitrary “typical negotiation adjustment”

to comparable vehicles, and its failure to comply with Illinois law, as detailed above, Defendant engaged in one or more unfair or deceptive business practices prohibited by the Illinois CFA.

48. Defendant's misrepresentations and omissions regarding their application of an arbitrary "typical negotiation adjustment" to comparable vehicles were made to Plaintiff and the Class members in a uniform manner.

49. Defendant's unfair or deceptive acts or practices, including its misrepresentations, concealments, omissions, and suppression of material facts, as alleged herein, had a tendency or capacity to mislead and create a false impression in consumers' minds, and were likely to and, in fact, did deceive reasonable consumers, including Plaintiff and the Class members, about Defendant's application of an arbitrary "typical negotiation adjustment" to comparable vehicles in order to reduce the amount of Defendant's total-loss payments to its insureds.

50. The facts regarding Defendant's application of an arbitrary "typical negotiation adjustment" to comparable vehicles that Defendant knowingly and intentionally misrepresented, omitted, concealed, and/or failed to disclose would be considered material by a reasonable consumer, and they were, in fact, material to Plaintiff and the Class members.

51. Plaintiff and Class members had no way of discerning that Defendant's representations were false and misleading, or otherwise learning the facts that Defendant had concealed or failed to disclose. Plaintiff and Class members did not, and could not, unravel Defendant's deception on their own.

52. Defendant had an ongoing duty to Plaintiff and the Class members to refrain from engaging in unfair or deceptive practices under the Illinois CFA in the course of its business. Specifically, Defendant owed Plaintiff and Class members a duty to disclose all the material facts concerning its application of an arbitrary "typical negotiation adjustment" to comparable vehicles because Defendant possessed exclusive knowledge of those facts, it intentionally concealed those

facts from Plaintiff and the Class members, and/or it made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

53. Plaintiff and the Class members were aggrieved by Defendant's violations of the Illinois CFA because they suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's knowing and intentional misrepresentations, omissions, concealments, and failures to disclose material facts regarding its application of an arbitrary "typical negotiation adjustment" to comparable vehicles, including that the "typical negotiation adjustment" is arbitrarily selected and applied, in an inconsistent manner designed to decrease Defendant's total-loss payments under the Policy.

54. Plaintiff and the Class members purchased Defendant's insurance coverage in reliance on Defendant's misrepresentations, omissions, concealments, and/or failures to disclose material facts regarding its promise to pay ACV in the event of a total loss and Defendant's application of an arbitrary "typical negotiation adjustment" to comparable vehicles to artificially reduce its total-loss payment to insureds.

55. Had Defendant not engaged in the deceptive acts and practices alleged herein, Plaintiff and Class members would not have purchased insurance coverage from Defendant or would not paid as much for it and, thus, they did not receive the benefit of the bargain and/or they suffered out-of-pocket loss.

56. Defendant's violations of the Illinois CFA present a continuing risk of future harm to Plaintiff and the Class members.

57. Plaintiff and the Class members seek an order enjoining Defendant's unfair and deceptive acts or practices in violation of the Illinois CFA and awarding actual damages, costs, attorneys' fees, and any other just and proper relief available under the Illinois CFA.

## **COUNT 2**

## BREACH OF CONTRACT

58. Plaintiff repeats and re-alleges all previously alleged paragraphs, except those allegations made under the preceding Counts, as if fully alleged herein.

59. This Count is brought by Plaintiff individually and on behalf of the Class.

60. Plaintiff and each of the other Class members were insured under a policy issued by Defendant, as described herein.

61. Plaintiff and each of the other Class members made claims under their insurance contracts, which Defendant determined to be first-party total losses under the insurance contract, and additionally determined to be covered claims.

62. Pursuant to the above-described contractual provisions, upon the total loss of their insured vehicles, Defendant purported to pay Plaintiff and each of the other Class members the ACV of their totaled vehicles.

63. Defendant, however, failed to pay the ACV of Plaintiff's and Class members' vehicles because Defendant applied an arbitrary and capricious "typical negotiation" adjustment—and, in some cases, ordered the adjustments solely based on disadvantaging insureds and advantaging Defendant<sup>3</sup>—to comparable vehicles in order to reduce their market value and, as a result, Defendant's total-loss payments to insureds.

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<sup>3</sup> If a comparable vehicle and the total-loss vehicle have different equipment packages, Defendant adjusts the comparable vehicle's listed price to account for such differences, which might be an upward or downward adjustment (upward if the total-loss vehicle possesses equipment the comparable vehicle lacks, downward if the opposite). If the equipment adjustment is a positive adjustment (increasing price of comparable vehicle), Defendant applies it before applying the typical negotiation adjustment—thus, if the equipment adjustment is, say, \$300.00, the typical negotiation adjustment is now a percentage of an amount \$300.00 higher than had Defendant applied the typical negotiation adjustment first. But if the equipment adjustment is a downward adjustment (decreasing the price of the comparable vehicle), Defendant applies the typical negotiation adjustment first, so that, again, the typical negotiation adjustment is a percentage of the higher value. In other words, Defendant orders the adjustments in whatever way is most advantageous to Defendant and harmful to insureds.

64. Defendant also failed to comply with Illinois law, incorporated into the Policy, which requires insurance companies who use an “electronically computerized service” to determine the retail “market value” of a totaled vehicle to “include at least 2 currently available vehicles from licensed dealers in Illinois or 2 vehicles that have been sold by licensed dealers in Illinois...” Illinois Administrative Code Section 919.80(c)(2).

65. Thus, Defendant failed to pay Plaintiff and each of the other Class members the promised ACV of their total-loss vehicles and thereby breached its contract with Plaintiff and each of the other Class members.

66. As a result of such contractual breaches, Plaintiff and each of the other Class members have been damaged and are entitled to recover damages, as well as costs, pre-judgment and post-judgment interest, injunctive relief, and other relief as appropriate.



### COUNT 3

#### **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

67. Plaintiff repeats and re-alleges all previously alleged paragraphs, except those allegations made under the preceding Counts, as if fully alleged herein.

68. This Count is brought by Plaintiff individually and on behalf of the Class.

69. Every contract, including the Policy, contains an implied covenant of good faith and fair dealing. The purpose of this duty is to ensure that parties do not take advantage of each other in a way that could not have been contemplated at the time the contract was drafted or do anything that will destroy the other party's right to receive the benefit of the contract.

70. Disputes involving the exercise of good faith arise when one party is given broad discretion in performing its obligations under the contract. Where a contract specifically vests one of the parties with broad discretion in performing a term of the contract, the covenant of good faith and fair dealing requires that the discretion be exercised reasonably and with proper motive, not arbitrarily, capriciously, or in a manner inconsistent with the reasonable expectations of the parties.

71. Under the Policy, Defendant had discretion to perform its obligations under the contract, including the obligation to determine the ACV of an insured's total-loss vehicle. Defendant, however exercised its discretion unreasonably, with an improper motive, and in a manner that was arbitrary, capricious, and inconsistent with the reasonable expectations of the parties, specifically, to arbitrarily reduce the amount of its total-loss payments to insureds, as alleged herein.

72. Defendant also failed to comply with Illinois law, which requires insurance companies who use an "electronically computerized service" to determine the retail "market value" of a totaled vehicle to "include at last 2 currently available vehicles from licensed dealers in Illinois or 2 vehicles that have been sold by licensed dealers in Illinois..." Illinois Administrative Code

Section 919.80(c)(2).

73. As such, Defendant breached the covenant of good faith and fair dealing by, *inter alia*:

- a. Intentionally applying “typical negotiation adjustments” to undervalue comparable vehicles, and, in turn, insureds’ total-loss vehicles;
- b. Ordering the adjustments, even if allowed, in the way most advantageous to Defendant and harmful to insureds;
- c. Interpreting the terms and conditions of its insurance policies in an unreasonable manner solely in an effort to understate the value of total-loss vehicles and avoid paying insureds the ACV on their total-loss claims;
- d. Inventing spurious grounds for undervaluing total-loss claims that are hidden, not specific in dollar amount, not adequately explained, and unreasonable

74. Defendant’s breaches of the covenant of good faith and fair dealing have caused damages to Plaintiff and the Class. Plaintiff’s and the Class members’ damages include the amounts improperly deducted by Defendant from its payments to insureds on the basis of a typical negotiation adjustment.

#### **COUNT 4**

#### **UNJUST ENRICHMENT**

75. Plaintiff repeats and re-alleges all previously alleged paragraphs, except those allegations made under the preceding Counts, as if fully alleged herein.

76. This Count is brought by Plaintiff individually and on behalf of the Class.

77. Plaintiff pleads this claim separately as well as in the alternative to their other claims, as without such claims they would have no adequate legal remedy.

78. Defendant requested and received a monetary benefit at the expense of Plaintiff and

Class members in the form of premium payments for automobile insurance coverage.

79. Defendant misrepresented, omitted, concealed, and/or failed to disclose material facts regarding its promise to pay ACV in the event of a total loss, specifically Defendant's application of an arbitrary "typical negotiation adjustment" to comparable vehicles to artificially reduce their ACV payment to insureds.

80. Defendant also failed to comply with Illinois law, which requires insurance companies who use an "electronically computerized service" to determine the retail "market value" of a totaled vehicle to "include at last 2 currently available vehicles from licensed dealers in Illinois or 2 vehicles that have been sold by licensed dealers in Illinois..." Illinois Administrative Code Section 919.80(c)(2).

81. If Defendant had not misrepresented, omitted, concealed, and/or failed to disclose material facts regarding its promise to pay ACV in the event of a total loss, specifically Defendant's application of an arbitrary "typical negotiation adjustment" to comparable vehicles to artificially reduce its total-loss payments to insureds and its failure to comply with Illinois law, Plaintiff and the Class members either would not have purchased insurance through Defendant, or they would have paid less for such insurance coverage.

82. Accordingly, Defendant was unjustly enriched by the premiums paid by Plaintiff and the Class members to the detriment of Plaintiff and the Class members.

83. Plaintiff and the Class members are, thus, entitled to restitution and disgorgement in the amount Defendant was unjustly enriched, in an amount to be determined at trial.

## **COUNT 5**

### **DECLARATORY JUDGMENT**

84. Plaintiff repeats and re-alleges all previously alleged paragraphs, except those allegations made under the preceding Counts, as if fully alleged herein.

85. This Count is brought by Plaintiff individually and on behalf of the Class.

86. A dispute between Plaintiff and the Class and Defendant is before this Court concerning the construction of the auto insurance policies issued by Defendant, and the rights of Plaintiff and the Class arising under that policy.

87. Plaintiff, individually and on behalf of the Class, seek a declaration of rights and liabilities of the parties herein. Specifically, Plaintiff seeks a declaration that in paying total-loss claims by first-party insureds, it is a breach of Defendant's insurance contract, as well as a violation of law, for Defendant to base the valuation and payment of claims on values of comparable vehicles that have been reduced by arbitrary typical negotiation adjustments that are (a) arbitrary, (b) contrary to industry practices and consumer experiences (and therefore not reflective of the vehicle's fair market value), and (c) not as reasonably specific or appropriate as to dollar amount.

88. Defendant's unlawful common policy and general business practice as described herein are ongoing. Accordingly, Defendant has breached, and continues to breach, the express terms of their contracts of insurance with Plaintiff and members of the Class.

89. As a result of these breaches of contract, Plaintiff and the Class members have been injured.

### **JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully seeks judgement in Plaintiff's favor and in favor of the Class as follows:

- A. An Order certifying this action as a Class Action and appointing Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
- B. An award of damages (including actual, compensatory, statutory, and punitive, as provided

by law) and restitution to Plaintiff and the Class in an amount to be determined at trial, plus interest, in accordance with law;

- C. Disgorgement of Defendant's profits;
- D. Appropriate preliminary and/or final injunctive or equitable relief against the conduct of Defendant's described herein;
- E. An award Plaintiff's and the Class' costs of suit, including reasonable attorneys' fees as provided by law; and
- F. An award such further and additional relief as is necessary to redress the harm caused by Defendant's unlawful conduct and as the Court may deem just and proper under the circumstances.

Dated: February 8, 2022

Respectfully submitted,

**SHAMIS & GENTILE, P.A.**

/s/ Andrew J. Shamis

Andrew J. Shamis, Esq.

Illinois Bar No. 6337427

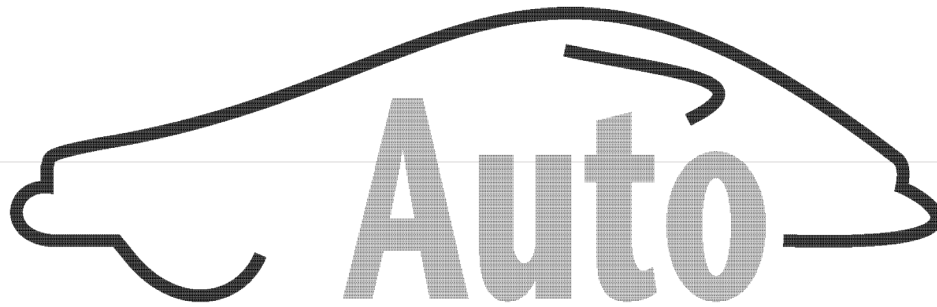
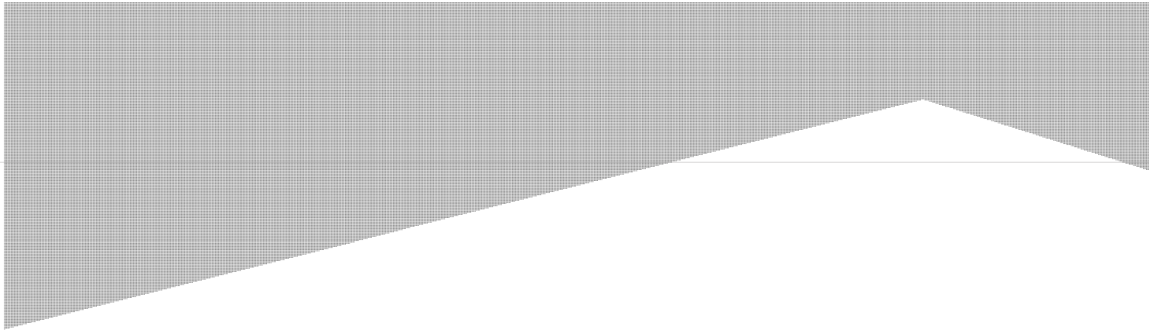
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***Counsel for Plaintiff and the Proposed Class***



## Family Car Policy



*All your protection under one roof®*

FAMILY CAR POLICY

This policy is a legal contract between **you** (the policyholder) and the company. The following Quick Reference is only a brief outline of some important features in **your** policy and is not the insurance contract. The policy details the rights and duties of **you** and **your** insurance company. **Read your policy carefully.**

**YOUR FAMILY CAR POLICY QUICK REFERENCE**

**Your Name and Address**  
**Your Car or Trailer**  
 Policy Period • See Declarations  
 Coverages  
 Amounts of Insurance

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**NO MEXICO COVERAGE**

**READ THIS WARNING CAREFULLY**

Car accidents in Mexico are subject only to Mexican law. The Republic of Mexico considers a car accident to be both a criminal offense and a civil matter. Car insurance should be secured from a Mexican insurance company to avoid the risk of being jailed and possibly having **your insured car** impounded.

**NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR MEXICO**

## IF YOU HAVE AN AUTO ACCIDENT OR LOSS

If **we** are prejudiced by a failure to comply with the following duties, then **we** have no duty to provide coverage under this policy.

## A. Notify Us

Tell **us** promptly. Give time, place, and details. Include names and addresses of injured persons and witnesses.

## B. Other Duties

1. Each person claiming any coverage of this policy must also:

- a. cooperate with **us** and assist **us** in any matter concerning a claim or suit.
- b. promptly send **us** any legal papers received relating to any claim or suit.
- c. have a medical exam at **our** expense as often as **we** may reasonably ask. **We** will select the doctor.
- d. authorize **us** to obtain medical, employment, vehicle and other records and documents **we** request, as often as **we** reasonably ask, and permit **us** to make copies.
- e. give **us** a signed, sworn proof of loss within 60 days after **we** request it. That proof of loss must be accurate and contain each of the following items:
  - (1) the date, time, location and cause of loss;
  - (2) the interest in the property, including liens and other interests;
  - (3) the actual cash value and amount of loss of the property damaged, destroyed or stolen;
  - (4) other insurance that may cover the loss;

(5) changes in title, use or possession of the property during the policy period; and

(6) detailed estimates for repair of the damage.

f. give **us** written and recorded statements, including those recorded over the telephone, and answer questions under oath when asked by any person **we** name, as often as **we** reasonably ask, and sign copies of the answers.

g. cooperate with **us** and, when asked, assist in:

- (1) making settlements;
- (2) securing and giving evidence; and
- (3) getting witnesses to attend hearings and trials.

h. attend hearings and trials.

i. not, except at their own expense, voluntarily:

- (1) make any payment or assume any obligation to others; or
- (2) incur any expense, other than first aid to others.

j. not voluntarily make any agreement that would be binding on **us**.

2. Each person claiming Car Damage coverages must also:

a. take reasonable steps after loss to protect the vehicle and its equipment from further loss. **We** will pay fair expenses for such steps.

b. promptly report the theft of the vehicle to the police.

c. let **us** inspect and appraise the damaged vehicle before its repair or disposal.

## AGREEMENT

**We** agree with **you**, in return for **your** premium payment, to insure **you** subject to all the terms of this policy. **We** will insure **you** for the coverages and the limits of liability as shown in the Declarations of this policy.

## DEFINITIONS USED THROUGHOUT THIS POLICY

Words in bold type have these defined meanings.

A. **Auto business** means the business of selling, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.

B. **Bodily injury** means bodily harm, sickness, disease or death of any person. It does not include:

1. any communicable disease, bacteria, fungi, parasite, virus or other organism which are transmitted by any insured to any other person;
2. the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism; or

3. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.

C. **Car** means **your insured car** and a **private passenger car**.

D. **Nonowned car** means any **car** or **trailer you** do not own while **you** or a **relative** are in charge of it. It does not include any **car** or **trailer**:

1. furnished or available for the regular use by **you** or any resident of **your** household; or
2. if used without the permission of the owner.

E. **Occupying** means in, on, getting into or out of, and in physical contact with.

F. **Private passenger car** means a four wheel **car** of the private passenger, pickup or van type and designed to carry persons and their luggage.



- G. **Property damage** means damage to or destruction of tangible property. This includes loss of its use.
- H. **Relative** means a person living in **your** household, related to **you** by blood, marriage or adoption. This includes a ward or foster child. It excludes any person who, or whose spouse, owns a motor vehicle other than an off-road motor vehicle.
- I. **State** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
- J. **Trailer** means a vehicle designed to be towed by a **car**. It does not mean:
  - 1. a farm wagon used to carry persons.
  - 2. a **trailer** or mechanical device towed by a **car** and used in a business or occupation other than farming or ranching.
  - 3. a **trailer** or car top carrier designed to be attached to the roof of a **car**.
  - 4. another **car** towed by **your insured car**.
- K. **We, us** and **our** means the company shown in the Declarations which provides this insurance.
- L. **You** and **your** mean the policyholder shown in the Declarations and spouse, if living in the same household.
- M. **Your insured car** means:
  - 1. any vehicle shown in the Declarations.
  - 2. any **trailer**:
    - a. that **you** own; or
    - b. while attached to **your insured car**.
  - 3. any **nonowned car**.
  - 4. any **car** or **trailer** that **you** do not own while used as a temporary substitute for any other

vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

- 5. any of the following types of vehicles on the date **you** become the owner:
  - a. a **private passenger car**;
  - b. a motor home not used for business purposes; or
  - c. a pickup, van, sedan delivery or panel truck type that:
    - (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
    - (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.5.) applies only if:

- a. **you** acquire the vehicle during the policy period;
- b. **you** ask **us** to insure it within 30 days after **you** become the owner; and
- c. **you** pay **us** any additional premium.

If the vehicle **you** acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. **You** must ask **us** to insure a replacement vehicle within 30 days if you wish to add or continue Car Damages Coverages.

If the vehicle **you** acquire is in addition to any shown in the Declarations and **we** insure all of **your** other **cars**, it will have the broadest coverage **we** now provide for any vehicle **we** insure. If **we** and **you** both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

PART I – LIABILITY COVERAGE

- A. **INSURING AGREEMENT**  
**You** have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.  
**We** will pay compensatory damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of an auto accident due to the ownership, maintenance or use of a **car** or **trailer**.  
**We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper.  
 However, **we** will not defend any suit after **our** limit of liability has been offered or paid.
- B. **ADDITIONAL DEFINITIONS**
  - 1. **Insured person** or **insured persons** means:
    - a. **you** or a **relative**.
    - b. any person using **your insured car**.

- c. any other person or organization, but only for legal liability for acts or omissions of:
  - (1) any person covered under this Part while using **your insured car**.
  - (2) **you** or any **relative** covered under this Part while using any **car** or **trailer** other than **your insured car**. This other **car** or **trailer** must not be owned or hired by that person or organization.

**Insured person** does not mean:

- d. any person, other than a **relative**, using **your insured car** without **your** permission.
- e. any person, other than a **relative**, using **your insured car** with **your** permission, but who exceeds the scope of that permission.

- f. any person using a vehicle without the permission of the person having lawful possession.
- g. any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.
- h. the United States of America or its agencies.
- i. any person for **bodily injury** or **property damage** due to that person's operation of a vehicle as an employee of the United States government when the provisions of the Federal Tort Claims Act apply.

C. ADDITIONAL PAYMENTS

**We** will pay, in addition to **our** limit of liability:

- 1. all costs **we** incur in the settlement of any claim or defense of any suit.
- 2. prejudgment interest on damages awarded in any suit **we** are obligated to pay. **We** will not pay any such interest that accrues after such time that **we** make an offer to pay **our** limit.
- 3. interest accruing on **our** share of the amount of any judgment between the time the judgment is entered and the time **we** pay, tender or deposit in court that part of the judgment that does not exceed **our** limit of liability.
- 4. premiums on bonds requested by **us** in any suit **we** defend. But **we** will not pay the premium for bonds over **our** limit of liability. **We** need not apply for or furnish any bond.
- 5. charges up to \$250 for a bail bond required due to an auto accident, including related traffic law violations, causing **bodily injury** or **property damage** covered by this Part. **We** have no obligation to apply for or furnish such a bond.
- 6. loss of wages or salary up to \$250 a day, but not other income, when **we** ask **you** to attend trials or hearings.
- 7. expenses incurred by an **insured person** for first aid to others at the time of an auto accident involving **your insured car**.
- 8. any other reasonable expenses incurred at **our** request.

D. EXCLUSIONS

**We** will not pay for:

- 1. **bodily injury** or **property damage** arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
- 2. **bodily injury** or **property damage** which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended.
- 3. **bodily injury** or **property damage** when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.

- 4. **bodily injury** to an employee of an **insured person** arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.
- 5. **bodily injury** or **property damage** arising out of **auto business** operations. But this exclusion does not apply to the ownership, maintenance or use of **your insured car** in **auto business** operations by **you**, a **relative**, any partner or employee of **you** or a **relative**.
- 6. damage to property owned by, or in the charge of, an **insured person**.
- 7. damage to property rented to an **insured person** except a residence or private garage.
- 8. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any:
  - a. motorized vehicle with less than four wheels;
  - b. recreational all terrain vehicle regardless of the number of wheels; or
  - c. vehicle designed for use off public roads.
- 9. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or a **relative**.
- 10. **bodily injury** to:
  - a. any person injured while operating **your insured car**;
  - b. **you** or a **relative**; or
  - c. any person related to and residing in the household of the operator.
- 11. **bodily injury** or **property damage** occurring while **your insured car** is rented or leased to others.
- 12. **bodily injury** or **property damage** occurring in or resulting from any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
- 13. punitive or exemplary damages, fines or penalties, or court order restitution as a result of civil actions.

E. LIMITS OF LIABILITY

- 1. The limits of liability shown in the Declarations apply, subject to the following:
  - a. the **bodily injury** liability limit for "each person" is the maximum for **bodily injury** sustained by one person in any one occurrence.
  - b. subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.

- c. the **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
  - 2. The limits of liability are the most **we** will pay regardless of the number of:
    - a. **insured persons**;
    - b. claims made;
    - c. vehicles or premiums shown on the Declarations; or
    - d. vehicles involved in the loss.
  - 3. A **car** and attached **trailer** are considered as one **car**.
  - 4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to or for an injured person will be reduced by any payment made to that person under any Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.
- F. ADDITIONAL CONDITIONS
- 1. Out Of State Coverage.  
This policy conforms to any motor vehicle insurance law to which an **insured person** is subject by using a **car** in any **state**. But, any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. In no event shall a person collect more than once for the same element of loss.
  - 2. Other Insurance.
    - a. Other Policies Issued By **Us**  
If two or more auto liability insurance policies are issued to **you** by **us** or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.
    - b. Other Liability Coverage From Other Sources  
If there is other auto liability insurance for a loss covered by this Part, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible auto liability insurance.
  - 3. Conformity With Financial Responsibility Laws.  
When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the required coverage. **You** agree to repay **us** for any payment **we** would not have had to make except for this agreement.

PART II – CAR DAMAGE COVERAGES

- A. INSURING AGREEMENT  
**We** will pay for **loss** of or damage to **your insured car** and its equipment, less the deductible, if the coverage is shown in the Declarations for:
  - 1. Comprehensive Coverage.  
Under this coverage, **we** will pay for **loss** not caused by collision. **We** also pay for **loss** caused by breakage of glass, fire, explosion, and colliding with a bird, animal, missile or falling object.  
If **you** have a Comprehensive deductible and **your** windshield is repaired instead of replaced, the deductible, if any, will be waived. If the repair fails, **your** windshield will be replaced, however, the Comprehensive deductible, if any, will be applied.
  - 2. Collision Coverage.  
Under this coverage, **we** will pay for **loss** due to the collision of **your insured car** with another object or upset of **your insured car**. If breakage of glass results from a collision, **you** may have **us** treat it as a **loss** caused by collision. The first \$100 of **your** deductible shall not apply to **loss** caused by a collision of **your insured car** with another vehicle insured by **us**. But the entire deductible applies if the other vehicle is owned by, or in the charge of, **you** or a member of **your** household.
- B. ADDITIONAL DEFINITIONS  
As used in this Part only:
  - 1. **Loss** means direct and accidental **loss** of or damage to **your insured car** and its equipment. **Loss** does not mean any difference in the market value of **your insured car** immediately prior to the **loss** and the market value of **your insured car** after repairs from the **loss** are completed.
- C. ADDITIONAL COVERAGES
  - 1. Transportation Expenses.
    - a. **We** will pay up to \$20 per day, but no more than \$600, for the cost of transportation **you** incur if **your insured car** is stolen and **we** provide Comprehensive coverage.
    - b. This coverage:
      - (1) begins 48 hours after the theft is reported to **us** and the police; and
      - (2) ends when **you** get **your insured car** back after being repaired, if necessary, or when **we** pay or offer to pay for the **loss**.
  - 2. The following additional coverages apply only if **you** have Comprehensive or Collision Coverage in effect under this policy and the **loss** is covered by Comprehensive or Collision.
    - a. Electronic Media.  
**We** will pay up to \$200 in any one **loss** to tapes, discs and other electronic media

- used with equipment permanently installed in **your insured car**.
- b. Portable Electronic Equipment.  
**We** will pay up to \$300 in any one **loss** to portable electronic equipment including cellular phones, global positioning systems (GPS), satellite radio, portable compact disc (CD) players, or digital video disc (DVD) players.
- c. Clothing and Luggage.  
**We** will pay up to \$200 in any one **loss** of clothing and personal luggage, including its contents, belonging to **you** or a **relative** while it is in or on **your insured car**. This additional coverage does not apply if the insured **car** is a travel-trailer.
- D. EXCLUSIONS  
**We** will not pay for:
1. **loss** to **your insured car** while used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
  2. **loss** caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences.
  3. **loss** to sound recording or reproducing tapes, discs or other similar electronic media except as provided in C.2.a., ADDITIONAL COVERAGES above.
  4. **loss** to any electronic equipment, including its accessories, that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:
    - a. radios and stereos;
    - b. tape decks;
    - c. compact disc systems;
    - d. navigation systems;
    - e. internet access systems;
    - f. personal computers;
    - g. video entertainment systems;
    - h. telephones;
    - i. televisions;
    - j. two-way mobile radios;
    - k. "ham" radios;
    - l. scanning monitor receivers; or
    - m. citizens band radios.
 This exclusion does not apply to electronic equipment which is permanently installed in an opening of **your insured car** normally used by the motor vehicle manufacturer.
  5. **loss** to the following equipment unless it is provided by the motor vehicle manufacturer:
    - a. special or custom paint finishes.
    - b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers.
    - c. any equipment which changes the use or appearance of the interior of **your insured car**, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling.
- d. any equipment which mechanically or structurally changes **your insured car**, or results in an increase in performance or change in appearance.
6. **loss** to a van for:
    - a. any furnishings, carpeting, and other household equipment built into the van;
    - b. any height-extending roof mounted on the van; or
    - c. any customized painting and decorating applied to the van.
  7. **loss** to a camper body or trailer owned by **you** or a **relative** and not described in the Declarations. But coverage does apply to a camper body or **trailer** ownership of which **you** acquire during the policy period if **you** ask **us** to insure it within 30 days after **you** acquire it.
  8. **loss** to any equipment or accessories of a motor home, pick-up camper body, or camper trailer unless permanently attached to the vehicle.
  9. **loss** resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from the total theft of **your insured car**.
  10. a vehicle not owned by **you** when used in **auto business** operations.
  11. **loss** during any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
  12. **loss** to **your insured car** while it is rented or leased to others.
  13. **loss** due to the seizure of any vehicle by any governmental authority.
  14. **loss** to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  15. **loss** due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
- E. LIMITS OF LIABILITY
1. **Our** limit of liability for **loss** shall not exceed the least of:
    - a. the actual cash value of the stolen or damaged property; or
    - b. the amount necessary to repair or replace the property. The amount necessary to repair or replace the property does not include any difference in the market value of **your insured car** immediately prior to the **loss** and the market value of **your insured car** after repairs from the **loss** are completed.

2. The amount necessary to repair or replace the property is determined by one of the following:
  - a. the amount necessary to repair or replace agreed upon by **you** and **us**;
  - b. a competitive bid approved by **us**; or
  - c. an estimate based upon prevailing competitive prices. Prevailing competitive prices are the prices charged by a statistically significant number of repair facilities in the area where **your insured car** is to be repaired, as determined by **us**. Upon **your** request, **we** will identify facilities that will perform the repairs for the prevailing competitive price.
3. If the amount necessary to repair or replace the property is in excess of its actual cash value, **we** may, if **you** agree, pay the decrease in the value of the damaged property caused by the **loss**.
4. There is a \$1,000 limit for a **trailer** not owned by **you** or a **relative**.
5. An adjustment for depreciation and physical condition will be made in determining actual cash value, except as provided in paragraph C.2., ADDITIONAL COVERAGES above.
6. If a repair or replacement results in betterment of the part, **we** will not pay for the amount of the betterment.
7. Any amount paid or payable for damage to **your insured car** under the Liability coverage of any policy issued by **us** shall be deducted from any amounts payable under this Part.

F. PAYMENT OF LOSS

1. **We** may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return any stolen property either to **you** or to the address shown in the Declarations, with payment for the resulting damage. **We** may keep all or

part of the property at the agreed or appraised value.

2. **You** or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable.

G. ADDITIONAL CONDITIONS

1. No Benefit To Bailee.  
A carrier or other bailee for hire liable for **loss** to **your insured car** is excluded from coverage.
2. Other Insurance.  
If there is other similar insurance for a **loss** covered by this Part, **we** will pay **our** share according to this policy's proportion of the total limits of all similar insurance. But, any insurance afforded under this Part for a vehicle **you** do not own is excess over any other similar insurance.
3. Loss Payable Clause.
  - a. **Loss** or damage shall be paid to **you** and the lienholder shown in the Declarations. The insurance covering the interest of the lienholder shall apply unless invalidated by **you** or **your relatives** fraudulent acts or omissions. **We** have the right, however, to cancel this policy as shown in the Cancellation and Nonrenewal Endorsement. Cancellation shall terminate this agreement with respect to the lienholder's interest. When **we** cancel, **we** will give the lienholder at least 10 days notice.
  - b. When **we** pay the lienholder, **we** are entitled to the extent of the payment, to the lienholder's rights of recovery.

GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all coverages of this policy.

1. Assignment  
Interest in this policy may be assigned only with **our** written consent. But, if the named insured shown in the Declarations or the spouse living in the same household dies, the policy will cover:
  - a. the survivor;
  - b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
  - c. any person with proper custody of **your insured car** until a legal representative is appointed.
2. Bankruptcy  
Bankruptcy or insolvency of an insured has no effect on **our** policy obligations.

3. Cancellation or Nonrenewal.  
(see separate endorsement)
4. Changes  
This policy includes all the agreements between **you** and **us** relating to this insurance. No change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by **us**.  
Any facts known by **our** agent are facts known by **us**.  
The premium for each term of this policy is determined by information **we** received from **you** or other sources at the inception of that policy term. If there is any change to the information used to develop the policy premium, **we** may adjust **your** premium on a pro rata basis. If a

premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change.

The factors that affect **your** premium include, but are not limited to:

- a. the rates in effect;
- b. the coverages, deductibles, or limits selected;
- c. the type of vehicle **you** insure with **us**;
- d. the territory where **your insured car** is used;
- e. how **your insured car** is used;
- f. drivers of **your insured car** and non-drivers who are members of **your** household;
- g. discounts or other premium credits; or
- h. accidents and/or violation history and charges.

When **we** broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your** state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of a subsequent edition of **your** policy or an amendatory endorsement.

- 5. **Concealment Or Fraud**  
With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements; relating to this insurance.
- 6. **Cooperation**  
Any person claiming any coverage under this policy must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit.
- 7. **Our Recovery Rights**  
If **we** pay under this policy, **we** are entitled to all the rights of recovery of the person to or for whom payment was made. That person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights and do nothing after loss to harm **our** rights.

When **we** make a payment under this policy to or for a person who also collects from another, the

amount collected from the other shall be repaid to **us** to the extent of **our** payment.

- 8. **Policy Period**  
Each policy period will begin and end at 12:01 A.M., standard time at **your** address as shown in the Declarations. The premiums shown in the Declarations is for the first policy period. **We** will compute the premium for each policy period based on **our** manuals.  
This policy may be continued for successive policy periods by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.
- 9. **Suit Against Us**  
**We** may not be sued unless all the terms of this policy are complied with. **We** may not be sued under the liability coverage until the obligation of a person **we** insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and **us**. **We** may not be sued under the Uninsured Motorist coverage on any claim that is barred by the tort statute of limitations. No person or organization has any right under this policy to bring **us** into any action to determine the liability of a person **we** insure.
- 10. **Terms Of Policy Conform To Statute**  
Terms of this policy which are in conflict with the statutes of the **state** in which this policy is issued are changed to conform to those statutes.
- 11. **Territory**  
This policy covers only auto accidents, occurrences, and losses which occur:
  - a. within the United States of America, its territories or possessions, or Canada, or between their ports; and
  - b. during the policy period.
- 12. **Two Or More Cars Insured By Us**  
If two or more auto insurance policies issued to **you** by **us** or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This policy is signed at Madison, Wisconsin, on **our** behalf by **our** President and Secretary. If it is required by law, it is countersigned on the Declarations by **our** authorized representative.

  
President

  
Secretary

**This is not a complete and valid contract without an accompanying DECLARATIONS PAGE.**



**American Family Mutual Insurance Company and its Subsidiaries**

6000 American Parkway  
Madison, WI 53783-0001

1-800-MYAMFAM (1-800-692-6326)  
[www.amfam.com](http://www.amfam.com)

## AMERICAN FAMILY INSURANCE GROUP

AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
AMERICAN FAMILY LIFE INSURANCE COMPANY  
AMERICAN FAMILY BROKERAGE, INC.  
AMERICAN STANDARD INSURANCE COMPANY OF OHIO

AMERICAN STANDARD INSURANCE COMPANY OF WISCONSIN  
AMERICAN FAMILY INSURANCE COMPANY  
AMERICAN FAMILY FINANCIAL SERVICES, INC.

### NOTICE OF PRIVACY AND INSURANCE INFORMATION PRACTICES

#### Your Privacy

When you inquired or applied to any of our Companies listed above, you provided us with personal information about yourself. Like you, we are concerned with your privacy and the protection of personal information. We are committed to the careful handling of personal information. Therefore, we want you to know about our procedures for protecting your privacy, and your rights and responsibilities regarding personal information.

#### What Kind Of Information Is Collected?

We gather personal information directly from you through applications and related forms as well as other sources to provide you with quality services at fair prices. Personal information includes, for example, your name, address, social security number and credit information. It is common for an insurance company to ask an independent source to prepare a report at our expense to verify information given on an insurance application, add information to an application and help us decide if you qualify for insurance. We treat information we receive from an independent reporting agency in the same confidential manner in which we treat the information you provide on your application. However, the information collected by a reporting agency may be retained by that agency and later shared with others who use these reports. The information will be given to others only to the extent permitted by the Fair Credit Reporting Act and your state's privacy laws. We will limit the collection and use of customer information to the minimum we require to deliver supreme service and to administer the policy.

We may order reports from an independent source on insurance for homes, buildings or boats, which provide your claims and credit histories. We may also ask an independent source to prepare a report, where a person is sent to view your property and verify information on your application. The report would contain information on the value and condition of your property and may contain photographs of your property.

We may also order reports from an independent source for auto insurance, which provide your driving record, claims and credit histories as well as the use of the automobile, drivers and similar details.

Also, any claims made under your policy while you are insured with us will be added to your record.

#### What Do We Do With The Information?

We keep information about you in our policy records. We will safeguard, according to strict standards of security and confidentiality, all of your non-public personal information. We will maintain physical and electronic safeguards to protect that information. We will conduct our business in a manner that will keep that information secure. We refer to and use that information to issue and service your insurance policy and to settle claims. We will not disclose information about you without your consent unless the disclosure is permitted or required by law. This could include disclosures to:

- Your agent.
- Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- Persons or organizations that need the information to perform a business, professional or insurance function for us, such as businesses that help us with data processing or marketing our products. We will require these entities to protect your personal information.
- Other insurance companies, agents or consumer reporting agencies as it is needed in connection with any application, policy or claim involving you.
- An organization that uses such information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- Persons or organizations that conduct research, including actuarial or underwriting studies.
- Our affiliated companies for auditing our operations and for marketing insurance products or services.
- State Insurance Departments in connection with their regulation of our business.
- Other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.
- To comply with a subpoena, search warrant or court order, and if otherwise permitted or required by any federal, state or local law.

It is our policy that only authorized American Family employees, agents and their staff who need to know your personal information will have access and use it. American Family workers that violate our privacy and security policies are subject to the corporate disciplinary process.

We will review and revise the privacy policies periodically when necessary to protect your personal information.



**Can You Review Your Personal Records?**

You have the right to review information in your file. You may do so by writing to us at the address at the end of this notice and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you wish, we will mail copies of our records to you, or you may visit our office where your file is located to view and copy the records in person. Whether you write to us or visit our office, we will also tell you the identity of the persons or organizations to whom we have disclosed this information in the preceding two years; or if the identity is not recorded or available, the names of the persons or organizations to whom the information is normally disclosed. We will also give you the name and address of any outside source that prepared a report about you so that you can contact them to get a copy of that report.

For reports that may include information about your claims, credit or driving history, neither your agent nor the Company can give you a copy of the report. However, we will provide the name, address, and phone number for the source that completed the report. The reporting agency can provide you with a copy of the report and answer questions you may have. However, if you have questions on how the information in the report affects your property or automobile insurance coverage, you must contact your agent or our Company.

There are some kinds of information that are not accessible to you. This type of information is generally collected when we evaluate a claim under an insurance policy or when the possibility of a lawsuit exists.

**What Can You Do If You Disagree With Our Records?**

If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file.

Upon receiving your request, we will investigate the information you think is incorrect. If we agree with you, we will make the necessary corrections, amendments or deletions. We will also notify persons or organizations to which we have previously disclosed the inaccurate information of the change.

If we determine the initial information to be correct, we will notify you and give you our reasons for refusing to correct, amend or delete the information. If you are not satisfied with our refusal, you have the right to place a statement in your file explaining what you believe is the correct information and why you disagree with our refusal to correct it. When we receive your statement, we will place it in your file and send a copy of it to persons and organizations to which we have previously disclosed information. If you so request, we will also reconsider any underwriting decision that is based upon corrected information, if any, or the statement of disagreement you choose to file. If we make a subsequent disclosure of information in your file, we will also disclose your statement.

**Minnesota Law:** You have the right to appeal our decision to the Commissioner of Commerce.

If the information about you came from an independent source reporting to us on your claims, credit history or driving record, we cannot investigate and correct the information. However, we will provide you with the name, address, and phone number of the reporting agency so that you may contact them to have the information corrected, amended or deleted.

**Questions?**

If after reading this notice you have any questions about the information in your file, contact us at:

**American Family Insurance Group  
Attn: Consumer Affairs Department  
6000 American Pkwy.  
Madison, Wisconsin 53783-0001**

**NOTICE OF INFORMATION PRACTICES**

You have the right to know the specific items of information concerning you which influenced our underwriting action. In order to receive this information, you must submit a written request and we will reply. If your request is received within ninety (90) business days of receiving this notice we will respond within twenty-one (21) business days from the receipt of your written request. At that time we will furnish you with the specific items of information to the extent required by law. If our decision was based on medical-record information, we may ask you to designate a licensed medical professional to whom we can disclose this type of information so that he or she may explain it to you. We will also give you the name and address of any institutional source that supplied us with information which influenced our action.

You have the right to request in writing access to any recorded personal information in our file about you. The information must be reasonable to locate and retrieve. We will respond within thirty (30) business days after the request is received.

You have the right, upon written request, to ask us to correct, amend or delete any recorded personal information we have about you in our files. If we agree, we will, to the extent required by law, notify any person or organization who either supplied us with the information or to whom we disclosed it. If we do not make the correction, amendment or deletion you request, we will notify you and tell you the reason(s) for our refusal. You will then have the right to file a concise statement setting forth what you think the correct information is and why you disagree with our refusal to make the correction, amendment or deletion. Your statement will remain with your file and we will furnish it to any person or organization who either supplied us with the information or to whom we have disclosed it. Your disagreement will also be made known to persons or organizations who review the information after you file your statement.

If you would like to request additional information, please contact us at:

**American Family Insurance Group  
Attn: Customer Privacy Department  
6000 American Pkwy  
Madison WI 53783-0001**

AUTO RENTAL REIMBURSEMENT COVERAGE

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

**You** have this coverage if Auto Rental Reimbursement Coverage is shown in the Declarations.

The following Additional Coverage is added to CAR DAMAGES COVERAGES:

1. Auto Rental Reimbursement Coverage
  - a. **We** will pay **your** expenses for the rental of a **car** from a **car** rental agency or garage because of **loss** to **your insured car**. This coverage only applies if:
    - (1) **your insured car** is withdrawn from use for more than 24 hours; and
    - (2) the **loss** is covered by Comprehensive or Collision.
  - b. **We** will only pay those expenses:
    - (1) **you** incur during the policy period; and
    - (2) ending after a reasonable time required to repair or replace **your insured car**.
  - c. **Our** payment is limited to the least of:
    - (1) necessary and actual expenses.
    - (2) the daily amount, subject to the maximum amount, as stated in the Declarations.
  - d. If the **loss** results from the total theft of **your insured car**, **we** will pay only that amount of **your** expenses which is not already provided under the Transportation Expense Additional Coverage.

All other terms, agreements, conditions, and provisions remain unchanged.

## ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

## FAMILY CAR POLICY

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

- I. IF **YOU** HAVE AN AUTO ACCIDENT OR LOSS introductory sentence is removed and replaced with:  
**We** have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
- II. DEFINITIONS is changed as follows:
- A. The following definition is added:  
**American Family Insurance Group of companies** means one or more of the following:
- American Family Mutual Insurance Company;
  - American Standard Insurance Company of Wisconsin;
  - American Family Insurance Company;
  - American Standard Insurance Company of Ohio;
  - any affiliates.
- B. **Bodily injury** paragraph B is removed and replaced with:  
**Bodily injury** means bodily harm, sickness, disease or death of any person. It does not include:
- any communicable disease, bacteria, fungi, parasite, virus or any other organism which are transmitted by any insured to any other person through sexual contact;
  - the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism through sexual contact or
  - emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.
- C. The definition of **relative** is removed and replaced with:  
**Relative** means a person living in your household, related to **you** by blood, marriage, civil union or adoption. It excludes a person who, or whose spouse or civil partner, owns a vehicle other than an off-road motor vehicle.
- D. The definition of **you** and **your** is removed and replaced with:  
**You** and **your** mean the policyholder shown in the Declarations and, if living in the same household, a spouse or partner in a civil union recognized under Illinois law.
- E. **Your insured car** paragraph M.5. is removed and replaced with:
- any of the following types of vehicles on the date **you** become the owner:
    - a **private passenger car**;
    - a motor home not used for business purposes; or
    - a pickup, van, sedan delivery or panel truck type that:
      - has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
      - is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.
- This provision (M.5.) applies only if:
- you** acquire the vehicle during the policy period;
  - you** ask **us** to insure it within 30 days after **you** become the owner; and
  - you** pay **us** any additional premium.
- If the vehicle **you** acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. **You** must ask **us** to insure a replacement vehicle within 30 days.
- If the vehicle **you** acquire is in addition to any shown in the Declarations and **we** insure all of **your** other **cars**, it will have the broadest coverage **we** now provide **you** for any of **your** vehicles **we** insure. If **we** and **you** both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.
- III. PART I - LIABILITY COVERAGE is changed as follows:
- A. **INSURING AGREEMENT** is replaced with:  
**You** have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.  
**We** will pay compensatory damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of an auto accident:
- due to the ownership, maintenance or use of a **car** or **trailer**; or
  - while operating a motor home **you** do not own and not used for business purposes.
- We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper.  
However, **we** will not defend any suit after **our** limit of liability has been exhausted by payment of judgments or settlements.
- B. Paragraph C.2. **ADDITIONAL PAYMENTS** is deleted.

## C. EXCLUSIONS is changed as follows:

1. Exclusion 10 is removed and replaced with:

10. **Bodily injury** to:

- a. any person injured while operating **your insured car**;
- b. **you** or a **relative**; or
- c. any person related to and residing in the household of the operator.

This exclusion does not apply when a third party acquires a right of contribution against a member of the injured person's family.

2. Exclusion 13 is removed and replaced with:

13. Punitive or exemplary damages, fines, or penalties, or court ordered restitution.

3. The following exclusion is added:

14. **We** will not pay for **bodily injury** or **property damage** arising out of the use by any person of a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to **you** or a **relative**.

## D. LIMITS OF LIABILITY is removed and replaced with the following:

1. The limits of liability shown in the Declarations apply, subject to the following:

- a. The **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
- b. Subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
- c. The **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.

2. The limits of liability are the most **we** will pay regardless of the number of:

- a. **insured persons**;
- b. claims made;
- c. vehicles or premiums shown on the Declarations;
- d. vehicles involved in the loss; or
- e. policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**.

Coverages on more than one vehicle insured with **us** or any other member company of the **American Family Insurance Group of companies** cannot be added, combined or stacked together

3. A **car** and attached **trailer** are considered as one **car**.

4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to or for an injured person will be reduced by any payment made to that person under any other Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

## E. Paragraph F.2. ADDITIONAL CONDITIONS is deleted and replaced with the following:

## 2. Other Insurance.

a. Other Policies Issued By **Us**

If two or more auto liability insurance policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

## b. Other Liability Coverage From Other Sources

If there is other auto liability coverage for a loss covered by this Part, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible auto liability insurance.

## IV. PART II - CAR DAMAGE COVERAGES is changed as follows:

## A. The following is added to Paragraph C. ADDITIONAL COVERAGES:

## 3. Custom Vehicle Coverage

**We** will pay up to \$1,000 for custom vehicle equipment installed in or on **your insured car** that was not furnished or supplied by the motor vehicle manufacturer. This amount is excess over any limit shown in the Declarations for Additional Customized Vehicle Coverage.

## B. Paragraph D.5. EXCLUSIONS, is deleted and replaced with the following:

5. **loss** to the following equipment unless it is furnished or supplied by the motor vehicle manufacturer:

- a. special or custom paint finishes;
- b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;
- c. any equipment which changes the use or appearance of the interior of **your insured car**, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling; or

- d. any equipment which mechanically or structurally changes **your insured car**, or results in an increase in performance or change in appearance except as provided in C.3., ADDITIONAL COVERAGES above.  
This exclusion does not apply to a cap, cover or bed liner in or on **your insured car** which is a pickup.
- C. Paragraph D.6. EXCLUSIONS, is deleted and replaced with the following:
  - 6. **loss** to a van for:
    - a. any furnishings, carpeting, and other household equipment built into the van;
    - b. any height-extending roof mounted on the van; or
    - c. any customized painting and decorating applied to the van  
except as provided in C.3., ADDITIONAL COVERAGES above.
- V. GENERAL CONDITIONS is changed as follows:
  - A. The following is added to paragraph 7, **Our Recovery Rights**:  
This provision does not apply to Underinsured Motorist Coverage if **we** receive advance notice of settlement and **we** fail to pay that amount within 30 days of receipt of that notice.
  - B. Paragraph 5, Concealment Or Fraud, is deleted and replaced with the following:
    - 5. **Concealment Or Fraud**  
With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:
      - a. intentionally concealed or misrepresented any material fact or circumstance;
      - b. engaged in fraudulent conduct; or
      - c. made false statements;  
related to this insurance.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 Cancellation and Nonrenewal terms of this policy.
  - C. Paragraph 12. Two Or More **Cars** Insured By **Us**, is deleted and replaced with the following:
    - 12. Two or more **cars** insured by **us**  
If two or more auto insurance policies issued to **you** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

All other terms, agreements, conditions, and provisions remain unchanged.

SPECIAL PROVISIONS FOR AMERICAN FAMILY MUTUAL  
INSURANCE COMPANY POLICYHOLDERS

1. MEMBERSHIP, VOTING AND PARTICIPATION

While this policy is in force, **you** are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. If any dividends are distributed, **you** will share in them according to law and under conditions set by the Board of Directors.

2. ANNUAL MEETINGS

The Annual Meetings are held at its Home Office in Madison, Wisconsin on the first Tuesday of March at 2:00 P.M., Central Standard Time. Printed notice in this policy shall be sufficient as to notification.

3. POLICY NON-ASSESSABLE

This policy is non-assessable. **You** are not subject to any assessment beyond the premiums **we** require for each policy period.

All other terms, agreements, conditions, and provisions remain unchanged.

## CANCELLATION AND NONRENEWAL ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

## FAMILY CAR POLICY

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

## A. The following is added to GENERAL CONDITIONS

## 3. Cancellation and Nonrenewal

## a. Cancellation

(1) The named insured shown in the Declarations may cancel this policy by returning it to **us** or by advising **us** of the current or future date the cancellation is to be effective.

(2) **We** may cancel this policy by mailing notice of cancellation to the named insured shown in the Declarations at the last mailing address known by **us**:

(a) Not less than 10 days prior to the effective date of cancellation for non-payment of premium; or

(b) At least 30 days prior to the effective date of cancellation for any other reason.

(3) Cancellation Of Policies In Effect For 60 Days Or More

If **your** policy has been in effect for 60 days or more or is a renewal or continuation policy, **we** will cancel only:

(a) For non-payment of premium; or

(b) If the policy was obtained or renewed through material misrepresentation or through material misrepresentation of a claim submitted for coverage; or

(c) Any insured violated any of the terms and conditions of the policy; or

(d) **You** failed to disclose fully in **your** application **your** motor vehicle accidents and moving traffic violations for the preceding 36 months; or

(e) Any insured made a false or fraudulent claim or knowingly aided or abetted another in presenting such a claim; or

(f) When **you** or any other operator who either lives in **your** household or customarily operates **your insured car**:

(i) Has, within the 12 months prior to the notice of cancellation, had a suspension or revocation of their driver's license during the policy period.

(ii) Are or has become subject to epilepsy or heart attacks and cannot produce a certificate from a physician testifying to his unqualified ability to operate a **car**.

(iii) Has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that **your** operation of a **car** might endanger the public safety.

(g) Any insured or customary operator, within the 36 months prior to the notice of cancellation, been addicted to the use of narcotics or other drugs; or

(h) Any insured or customary operator has been convicted or forfeited bail during the policy period or the 36 months preceding, for:

(i) Any felony;

(ii) Criminal negligence resulting in death, homicide or assault arising out of the operation of a **car**;

(iii) Operating a **car** while in an intoxicated condition or under the influence of drugs;

(iv) Leaving the scene of an accident without stopping to report;

(v) Theft or an unlawful taking of a **car**;

(vi) Making false statements in an application for a driver's license.

(i) Any insured or customary operator has been convicted of or forfeited bail 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 motor vehicle laws of any state, violation of which is a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses.



- (j) **Your insured car** is mechanically defective to the extent that its operation might endanger public safety.
- (k) **Your insured car** is used in carrying passengers for hire or compensation. However, the use of any **car** for a car pool shall not be considered use of a **car** for hire or compensation.
- (l) **Your insured car** is used in the business of transporting flammables or explosives.
- (m) **Your insured car** is an authorized emergency vehicle.
- (n) **Your insured car** is changed in shape or condition during the policy period so as to increase the risk substantially.
- (o) **Your insured car** is subject to an inspection law and has not been inspected or, if inspected, has failed to qualify.

However, these limitations on **our** right to cancel do not apply if a company **we** own or manage indicates its willingness to issue a new policy.

b. Nonrenewal

- (1) This policy will automatically terminate at the end of the policy period if **you** or **your** representative do not accept **our** offer to renew it. **Your** failure to pay the required renewal premium when

due means that **you** have declined **our** offer.

- (2) If **we** decide not to renew this policy, **we** will mail to the named insured shown in the Declarations at the last mailing address known by **us** notice of non-renewal:
  - (a) Not less than 30 days before the end of the policy period; or
  - (b) Not less than 60 days before the end of the policy period if this policy has been effective or renewed for 5 or more years, and the condition of nonrenewal is in accordance with Section 215 ILCS 5/143.19 of the Illinois Insurance Code.
- c. Other Cancellation and Nonrenewal Provisions
  - (1)(1) Proof of mailing any notice shall be sufficient proof of notice.
  - (2)(2) Coverage under this policy will terminate on the effective date and hour stated on the notice of cancellation or nonrenewal.
  - (3)(3) If this policy is cancelled, **you** may be entitled to a premium refund. **Your** return premium, if any, will be calculated on a pro rata basis and will be sent to the named insured shown in the Declarations as soon as possible. The making or offering to make a refund is not a condition of cancellation.

All other terms, agreements, conditions, and provisions remain unchanged.

## UNINSURED MOTORIST COVERAGE – ILLINOIS

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

**You** have this coverage if Uninsured Motorist Coverage is shown in the Declarations.

A. The following is added to IF **YOU HAVE AN AUTO ACCIDENT OR LOSS**:

1. Any person claiming Uninsured Motorist Coverage must promptly notify the police.

B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

a. **Insured person** or **insured persons** means:

- (1) **you** or a **relative**.
- (2) anyone else **occupying your insured car**.

But the following are not **insured persons**:

- (1) any person, other than a **relative**, using **your insured car** without **your** permission.
- (2) any person, other than a **relative**, using **your insured car** with **your** permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. **Uninsured motor vehicle** means a motor vehicle which is:

- (1) not insured by a **bodily injury** liability bond or policy at the time of the accident.
- (2) insured at the time of the accident by a liability bond or policy with **bodily injury** liability limits below the minimum required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
- (3) a hit-and-run vehicle which causes **bodily injury** to an **insured person** by physical contact with the **insured person** or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown.
- (4) insured by a **bodily injury** liability bond or policy at the time of the accident but the company:
  - (a) denies coverage; or
  - (b) is or becomes insolvent.

**Uninsured motor vehicle**, however, does not mean a vehicle:

- (1) owned by or furnished or available for the regular use of **you** or any resident of **your** household.

(2) owned or operated by a self-insurer as considered by any financial responsibility law, motor carrier law, or similar law.

(3) owned or operated by a governmental unit or agency.

(4) operated on rails or crawler-treads.

(5) designed for use off public roads except while on public roads.

(6) parked for camping or housekeeping purposes.

c. **Your insured car** means **your insured cycle** if this endorsement is attached to a **cycle** policy issued by **us**.

C. INSURING AGREEMENT

1. **We** will pay compensatory damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**.
2. The **bodily injury** must:
  - a. be sustained by the **insured person**;
  - b. be caused by an accident; and
  - c. arise out of the ownership, maintenance, or use of an **uninsured motor vehicle**.
3. If any suit is brought by **you** to determine liability or damages, the owner or operator of the **uninsured motor vehicle** must be made a defendant and **you** must notify **us** of the suit. **We** are not bound by any resulting judgment without **our** written consent.

D. EXCLUSIONS

1. **We** do not provide coverage for **bodily injury** sustained by any **insured person**:
  - a. while **occupying**, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by **you** or any resident of **your** household.
  - b. who makes or whose legal representative makes a settlement without **our** written consent.
  - c. while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
  - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
2. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution.
3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

## E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
  - a. The **bodily injury** liability limit for “each person” is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
  - b. Subject to the **bodily injury** liability limit for “each person,” the **bodily injury** liability limit for “each occurrence” is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
2. The limits of liability for this coverage are the most that **we** will pay regardless of the number of:
  - a. **insured persons**;
  - b. claims made;
  - c. vehicles or premiums shown in the Declarations;
  - d. vehicles involved in the accident; or
  - e. policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**.
3. The limits of liability of this coverage will be reduced by:
  - a. payments made by the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable.
  - b. payments under the Liability Coverage of this policy.
  - c. payments made or amount payable because of the **bodily injury** under any worker’s compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.
  - d. any amount paid or payable under the Medical Expense coverage of this policy.
4. No **insured person** will be entitled to receive duplicate payments for the same elements of loss. Any amount **we** pay under this coverage to or for an **insured person** will be reduced by any payment made to that person under any other coverage of this policy.

## F. OTHER INSURANCE

1. Other Insurance
  - a. Other Policies Issued By **Us**  
If two or more policies are issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same accident, the total limits of liability under all such policies shall not exceed the highest applicable limit under any one policy.

## b. Other Coverage From Other Sources

If there is other similar insurance on a loss covered by this endorsement, **we** will pay **our** share according to this policy’s proportion of the total limits of all similar insurance. But, any insurance provided by this endorsement for an **insured person** while **occupying** a vehicle **you** do not own is excess over any other similar insurance.

## G. ARBITRATION

**You** or **we** may make a written demand for arbitration. Any demand for arbitration or suit against **us** will be barred unless commenced within two years after the date of the accident. However, the time period to demand arbitration or file suit is extended two years beyond either the date the insurer of the owner or operator of the at-fault motor vehicle denies coverage or is declared insolvent by the responsible regulator. Each party will appoint and pay an arbitrator and will equally share other arbitration expenses. However, in no event shall the expense to the **insured person**, exclusive of fees for attorneys and expert witnesses, reduce recovery below the Illinois Safety Responsibility Law minimum limit. The two arbitrators will select a third. If, following a good faith effort by both arbitrators, a third arbitrator is not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

The arbitration shall take place in the county in which the **insured person** resides unless the parties agree to another place. **State** court rules governing discovery and disclosure of expert and medical options shall apply. The state rules of evidence will apply in all arbitration hearings. In cases where the insured is seeking damages under Uninsured Motor Vehicle Coverage for **bodily injury** up to but not in excess of the limits set forth in the Illinois Safety Responsibility Law, the rules as specified in Illinois Insurance Code 5/143a shall also apply.

The arbitrators will have no authority to award an amount in excess of the uninsured limits of liability. A written decision agreed to by two of the arbitrators will be binding on each party for the amount of **bodily injury** damages not exceeding the least of:

1. \$75,000 for one person in any one accident;
2. \$150,000 for two or more people in any one accident, subject to 1.
3. The limits shown for “**bodily injury**” on the Declarations.

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.

All other terms, agreements, conditions and agreements remain unchanged.

## UNDERINSURED MOTORIST COVERAGE – ILLINOIS

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

**You** have this coverage if Underinsured Motorist Coverage is shown in the Declarations.

A. IF **YOU** HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. Any person claiming Underinsured Motorist Coverage must promptly notify the police.

responsibility law, motor carrier law, or similar law.

- (9) which is insured by a **bodily injury** liability bond or policy at the time of the accident, but the bonding or insuring company:

## B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

- a. **Insured person** or **insured persons** means:

- (1) **you** or a **relative**.
- (2) anyone else **occupying your insured car**.

- (a) denies coverage; or
- (b) is or becomes insolvent.

- c. **Your insured car** means **your insured cycle** if this endorsement is attached to a cycle policy issued by **us**.

But the following are not **insured persons**:

- (1) any person, other than a **relative**, using **your insured car** without **your** permission.
- (2) any person, other than a **relative**, using **your insured car** with **your** permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

## C. INSURING AGREEMENT

1. **We** will pay compensatory damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**.
2. The **bodily injury** must:
  - a. be sustained by the **insured person**;
  - b. be caused by an accident; and
  - c. arise out of the ownership, maintenance, or use of an **underinsured motor vehicle**.
3. If any suit is brought by **you** to determine liability or damages, the owner or operator of the **underinsured motor vehicle** must be made a defendant and **you** must notify **us** of the suit. **We** are not bound by any resulting judgment without **our** written consent.

- b. **Underinsured motor vehicle** means a motor vehicle which is insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the limits of liability of this Underinsured Motorists coverage.

**Underinsured motor vehicle**, however, does not mean a vehicle:

- (1) insured under the Liability Coverage of this policy.
- (2) insured at the time of the accident by a liability bond or policy with **bodily injury** liability limits below the minimum required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
- (3) owned by or furnished or available for the regular use of **you** or a resident of **your** household.
- (4) owned or operated by a governmental unit or agency.
- (5) operated on rails or crawler-treads.
- (6) designed for use off public roads except while on public roads.
- (7) parked for camping or housekeeping purposes.
- (8) owned or operated by a self-insurer as considered by any financial

## D. EXCLUSIONS

1. **We** do not provide coverage for **bodily injury** sustained by any **insured person**:
  - a. while **occupying**, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by **you** or any resident of **your** household.
  - b. who makes or whose legal representative makes a settlement without **our** written consent.
  - c. while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
  - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
2. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution.
3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
  - a. The **bodily injury** liability limit for “each person” is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
  - b. Subject to the **bodily injury** liability limit for “each person,” the **bodily injury** liability limit for “each occurrence” is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
2. The limits of liability for this coverage are the most that **we** will pay regardless of the number of:
  - a. **insured persons**;
  - b. claims made;
  - c. vehicles or premiums shown in the Declarations;
  - d. vehicles involved in the accident; or
  - e. policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**.
3. The limits of liability of this coverage will be reduced by:
  - a. Payments made by the owner or operator of the **underinsured motor vehicle** or organization which may be legally liable.
  - b. Payments under the liability coverage of this policy.
  - c. Payments made or amount payable because of the **bodily injury** under any worker’s compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.
  - d. any amount paid or payable under the Medical Expense coverage of this policy.
4. No **insured person** will be entitled to receive duplicate payments for the same elements of loss. Any amount **we** pay under this coverage to or for an **insured person** will be reduced by any payment made to that person under any other coverage of this policy.

If two or more policies are issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies** apply to the same accident, the total limits of liability under all such policies shall not exceed the highest applicable limit under any one policy.

- b. Other Coverage From Other Sources  
If there is other similar insurance on a loss covered by this endorsement, **we** will pay **our** share according to this policy’s proportion of the total limits of all similar insurance. But, any insurance provided under this endorsement for an **insured person** while **occupying** a vehicle **you** do not own, including any vehicle while used as a temporary substitute for **your insured car**, is excess over any other similar insurance.

G. ARBITRATION

Any claim or dispute in any way related to this endorsement, by an **insured person** against **us** or **us** against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties.

Arbitration pursuant to this provision shall be subject to the following:

1. Each party will select an arbitrator, and those two arbitrators will select a third. If the two arbitrators cannot agree on a third within 45 days, either may request that selection be made by a judge of a circuit court having jurisdiction.
2. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
3. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** lived at the time of the accident, and local rules of law as to procedure and evidence will apply.
4. A decision agreed to by two of the arbitrators will be binding up to the coverage limit of liability.
5. No arbitrator shall have the authority to award punitive damages or attorney’s fees.
6. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.
7. Neither parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class.

F. OTHER INSURANCE

1. Other Insurance
  - a. Other Policies Issued By **Us**

All other terms, agreements, conditions and agreements remain unchanged.

EMERGENCY ROAD SERVICE COVERAGE

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

**You** have this coverage if Emergency Road Service Coverage is shown in the Declarations.

**We** will pay reasonable costs **you** incur for **your insured car** away from any service station or garage for:

1. mechanical labor up to one hour at the place of its breakdown.
2. towing to the nearest place where the necessary repairs can be made if it will not run.
3. towing it out if it is stuck on or immediately next to a public road.
4. delivery of gas, oil, loaned battery, or change of tire. **We** do not pay for the cost of these items.
5. cost of labor for locksmith services if **your** keys are locked inside **your insured car**. **We** do not pay for the cost to replace locks or keys.

All other terms, agreements, conditions, and provisions remain unchanged.



# Autosource

## Market-Driven Valuation™

American Family Insurance is dedicated to delivering exceptional service to you in reference to your claim 00645198417-0 from loss date 12/31/2016 on a 2010 BMW 528xi STD 4WD 4D Sedan. American Family Insurance has selected AudaExplore, an independent vehicle valuation company, to prepare a comprehensive vehicle valuation for your vehicle. This valuation report was prepared specifically for your vehicle and represents a fair and accurate value driven by the retail used vehicle market.

In these pages, you will find:

- => [Market Overview](#)
- => [Valuation Detail](#)

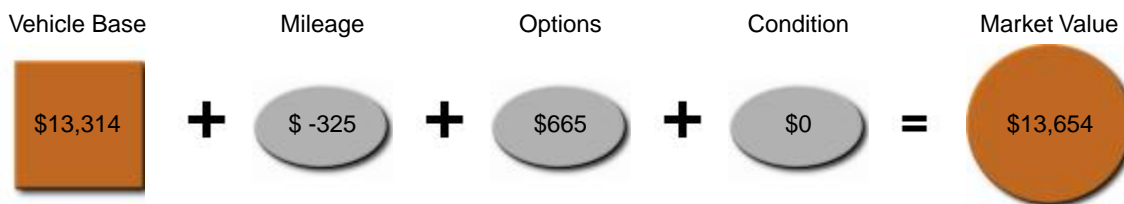
### Market Value

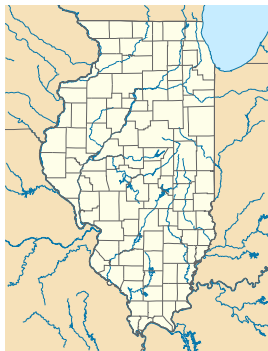
**\$13,654**



#### The Valuation Process

The breadth and depth of the AudaExplore used vehicle database makes Autosource the most comprehensive market-driven valuation process available. AudaExplore has been determining locally sensitive, fair, and accurate market values for vehicles since 1985, with more than 30 million vehicles valued. The Autosource Market Value includes vehicles for sale at dealerships and private party sellers, starting right in the local market.



**Market Overview****? What is my Vehicle Market Value based on?**

**604171045, Crete Illinois**--Research for your vehicle was based on market analysis originating from your zip code. Autosource located 30, 2010 BMW 528xi vehicles which were used to determine the typical vehicle price.

Fair and accurate market valuations must balance geographic location with comparability of one vehicle to others. Having the largest and most current database of vehicles for sale provides a comprehensive view of your vehicle's market. In addition to the vehicle inventories received directly from dealerships, Autosource finds comparable vehicle information for vehicles in the same places most buyers look for them--local and national internet websites, vehicle guides, publications and partnerships representing more than 10,000 independent vehicle sources.

**? How did Autosource make adjustments for my vehicle?**

The main factors that affect the retail selling price and marketability of a vehicle are **mileage, equipment and condition**. Therefore, Autosource valuations include adjustments that fairly consider the differences between your vehicle and the typical vehicle found in the market.

- o **Mileage**

- Typical mileage is based on hundreds of inspected vehicles
- The mileage adjustment is based on 3.00 cents per mile specific to the 2010 BMW 528xi STD 4WD 4D Sedan in the state of Illinois. Mileage adjustments are capped at 40% of the vehicle's starting value.

- o **Equipment**

- Typical equipment represents the most common options for the 2010 BMW 528xi STD 4WD 4D Sedan in the United States
- Equipment adjustments are based on the manufacturer's retail price, adjusted for depreciation

- o **Condition**

- Typical condition is based on hundreds of inspected vehicles
- Condition adjustments are based on a percentage of the vehicle's value

**Valuation Detail**

	<b>Typical Vehicle</b>	<b>Your Vehicle</b>	<b>Adjustment</b>
<b>Vehicle Base Price</b>	Crete Market		<b>\$13,314</b>
Odometer	92,214 Mi(Typical)	102,966 Mi(Actual)	<b>-325</b>
Convenience Options		Parking Assist System	<b>155</b>
Other Optional Equipment	Halogen Headlights	Xenon Headlamps	<b>200</b>
Radio/Phone/Alarm Options		Sirius Satellite Radio	<b>125</b>
Packages		Bi-Xenon Headlamp Package	<b>185</b>
<b>Market Driven Value</b>			<b>\$13,654</b>
Deductible			<b>-1,000.00</b>
<b>Net Adjusted Market Value</b>			<b>\$12,654.00</b>

**Comparable Vehicle Details**

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss



vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 604171045, as determined by the vehicle owner's principally garaged area. Autosource located 30, 2010 BMW 528xi vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 30 comparable vehicles is \$424,901 for an average price of \$14,163.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2010 BMW 528xi, the difference between the asking price and selling price is generally 6%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's mileage, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. A mileage adjustment of 3.00 cents per mile has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$13,654.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

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<b>1</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C53ABZ45418</b>	<b>\$11,266</b>
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Stock# 10771. 109,656 Miles. 6 Cylinder 3.0 Engine, 6 Speed Transmission, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Dual Zone Auto A/C, Cruise Control, Center Console, Rear Window Defroster, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Fog Lights, Bucket Seats, Chrome Grille, Head Airbags, Headlight Washers, Halogen Headlights, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Emergency S.O.S. System, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Blue Tooth Communications, Power Driver's Seat, Roll Stability Control, Security System, Side Curtain Airbags.

Offered for sale by Dealer in La Grange, IL, (708) 973-4086. Vehicle information by \*Leading Internet Auto Site on 01/16/17.

The advertised price of \$11,985 was adjusted to account for typical negotiation (\$ -719).

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<b>2</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C51AC388387</b>	<b>\$12,902</b>
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Stock# P3576. 89,619 Miles. 6 Speed Manual, 20-Way Power Front Seats, Cold Weather Package, Anti-Lock Brakes, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Dakota Leather Uphostery, Emergency Communication System, Center Armrest, Console Insert.

Offered for sale by BMW Of Schererville in Dyer, IN, (219) 864-7333. Vehicle information by \*Leading Internet Auto Site on 11/28/16.

The advertised price of \$13,725 was adjusted to account for typical negotiation (\$ -823).

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<b>3</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C52AC388737</b>	<b>\$14,095</b>
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Stock# P6015A. 109,127 Miles. 6 Speed Manual, 20-Way Power Front Seats, Cold Weather Package, Anti-Lock Brakes, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft

Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Blue Tooth Communications, Hill Descent Ctrl.

Offered for sale by Bill Kay Ford in Blue Island, IL, (708) 388-3000. Vehicle information by \*Leading Internet Auto Site on 10/24/16. The advertised price of \$14,995 was adjusted to account for typical negotiation (\$ -900).

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<b>4</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C50AC388445</b>	<b>\$11,271</b>
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Stock# P5227B. 99,583 Miles. 6-Speed Automatic, Cold Weather Package, Premium Package, Anti-Lock Brakes, Automatic Dimming Mirror, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Garage Door Opener, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, New Tires, Good Exterior, Excellent Condition.

Offered for sale by Lexus Of Naperville in Orland, IL, (708) 717-1578. Vehicle information by Cars.com on 01/16/17. The advertised price of \$11,990 was adjusted to account for typical negotiation (\$ -719).

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<b>5</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C59AC157284</b>	<b>\$14,655</b>
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Stock# AG1027B. 79,025 Miles. 6-Speed Automatic, Anti-Lock Brakes, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Navigation System, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Blue Tooth Communications, Wireless Phone Connectivity, Audio System Security, RADIO DATA SYSTEM, Shift Knob.

Offered for sale by Joe Rizza Ford & Porche in Orland, IL, (708) 364-2237. Vehicle information by Cars.com on 01/16/17. The advertised price of \$15,590 was adjusted to account for typical negotiation (\$ -935).

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Report Generated by AudaExplore, a Solera Company

US Pat. No 7912740B2

US Pat. No 8200513B2

US Pat. No 8468038B2

US Pat. No 8725544

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**Administrative Data**

Paul Reese  
 American Family Insurance  
 Illinois Branch  
 Scanning Center  
 6000 American Parkway  
 Madison WI 53783

Claimant  
 Insured Lambert, Thera J  
 Claim 00645198417-0  
 Loss Date 12/31/2016  
 Loss Type Collision  
 Policy 1215259605  
 Other

Owner Name LAMBERT  
 Owner First Name THERA J  
 Inspection City Park Forest  
 Inspection State IL  
 Reinspection Event

**VINSOURCE Analysis**

VIN WBANV1C57AC159258  
 Decodes as 2010 BMW 528xi STD 4WD 4D Sedan  
 Accuracy Decodes Correctly  
 History Activity was reported  
 AudaVIN Yes

- o Autosource activity: (NONE).
- o Autotrak activity: (NONE).
- o AudaExplore/Estimating activity: (NONE)
- o Sales history activity: (NONE)

**NICB Report**

NICB/ISO F023 FARMERS INSURANCE COMPANY INC  
 Member

Claim 1017131513-1-1  
 Type of Loss ESTIMATE  
 Point of Impact Front Center  
 Loss Date 10/23/10  
 Phone 00000000000

NICB/ISO F005 FARMERS INSURANCE EXCHANGE  
 Member

Claim 101713151311  
 Type of Loss PROPERTY/CASUALTY  
 Loss Date 10/23/10  
 Phone 8004357764

NICB/ISO A075 AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
 Member

Claim 00645193003  
 Type of Loss PROPERTY/CASUALTY  
 Loss Date 09/06/16  
 Phone 6082424100

NICB/ISO A075 AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
 Member

Claim 00645198417  
 Type of Loss PROPERTY/CASUALTY  
 Loss Date 12/31/16  
 Phone 6082424100

**Vehicle Salvage Title Summary**

No Branded title history found for this VIN.

Processed on 01/20/17 7:07 AM. Title History is powered by Experian AutoCheck. The Experian data contained in this report involves the conveyance of information provided to Experian by other sources. Accordingly, neither Experian nor AudaExplore can, or will, be an insurer or guarantor of the accuracy or reliability of the Experian data.



**Reported Phone Number Analysis**

No Vehicles Advertised at (630) 750-3319

**Valuation Detail**

	<b>Typical Vehicle</b>	<b>Your Vehicle</b>	<b>Adjustment</b>
<b>Vehicle Base Price</b>	Crete Market		<b>\$13,314</b>
Odometer	92,214 Mi(Typical)	102,966 Mi(Actual)	<b>-325</b>
Convenience Options		Parking Assist System	<b>155</b>
Other Optional Equipment	Halogen Headlights	Xenon Headlamps	<b>200</b>
Radio/Phone/Alarm Options		Sirius Satellite Radio	<b>125</b>
Packages		Bi-Xenon Headlamp Package	<b>185</b>
<b>Market Driven Value</b>			<b>\$13,654</b>
Deductible			<b>-1,000.00</b>
Net Adjusted Market Value			<b>\$12,654.00</b>

**Vehicle Description**

**VIN: WBANV1C57AC159258**

**2010 BMW 528xi STD 4WD 4D Sedan**

102,966 Miles Actual

**6cyl Gasoline 3.0**

**6-Speed Automatic**



Interior	<b>Dual Air Conditioning</b>	<b>Alarm System</b>	<b>Dual Zone Auto A/C</b>
	<b>Cruise Control</b>	<b>Center Console</b>	<b>Dual Pwr Lumbar Supports</b>
	<b>Driver Seat Memory</b>	<b>Bucket Seats</b>	<b>Heated Front Seats</b>
	<b>Heated Steering Wheel</b>	<b>Intermittent Wipers</b>	<b>Illuminated Visor Mirror</b>
	<b>Lighted Entry System</b>	<b>Power Door Locks</b>	<b>Pwr Tilt/Tele. Str Wheel</b>
	<b>Power Windows</b>	<b>Dual Power Seats</b>	<b>Rear Bench Seat</b>
	<b>Leather Seats</b>	<b>Leather Steering Wheel</b>	<b>Tachometer</b>
	<b>Trip Computer</b>	<b>Tire Pressure Monitor</b>	<b>Wood Interior Trim</b>
Exterior	<b>Rear Window Defroster</b>	<b>Chrome Grille</b>	<b>Heated W/S Wiper Washers</b>
	<b>Keyless Entry System</b>	<b>Mirror(s) Memory</b>	<b>Heated Power Mirrors</b>
	<b>Rain-Sensing W/S Wipers</b>	<b>Rem Trunk-L/Gate Release</b>	<b>Power Moonroof</b>
	<b>Tinted Glass</b>	<b>Aluminum/Alloy Wheels</b>	

Mechanical	<b>Power Brakes</b>	<b>Power Steering</b>	<b>Stability Cntrl Suspensn</b>
Safety	<b>Auto Headlamp Control</b>	<b>Dual Airbags</b>	<b>Anti-Lock Brakes</b>
	<b>Daytime Running Lights</b>	<b>Fog Lights</b>	<b>Head Airbags</b>
	<b>Headlight Washers</b>	<b>Parking Assist System</b>	<b>Side Airbags</b>
	<b>Emergency S.O.S. System</b>	<b>Traction Control System</b>	<b>Theft Deterrent System</b>
Entertainment	<b>IPOD Control</b>	<b>MP3 Decoder</b>	<b>AM/FM CD Player</b>
	<b>Sirius Satellite Radio</b>	<b>Strg Wheel Radio Control</b>	<b>USB Audio Input(s)</b>
Packages	<b>20-Way Power Front Seats, Dual Pwr Lumbar Supports, Dual Power Seats</b>		
	<b>Bi-Xenon Headlamp Package, Auto-Leveling Headlamps, Adaptive Headlights, Xenon Headlamps</b>		
	<b>Cold Weather Package, Headlight Washers, Heated Front Seats, Heated Steering Wheel</b>		
	<b>Navigation Package, High Definition Radio, Navigation System</b>		
	<b>Premium Package, Automatic Dimming Mirror, Dual Pwr Lumbar Supports, Garage Door Opener</b>		
Trim Levels	<b>*STD, Sport</b>		<b>* Indicates your trim level</b>

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Through a partnership with BMW, AudaExplore AudaVIN retrieves the individual vehicle specifications to identify the vehicle specifications including equipment, packages, engine and transmission. Contact American Family Insurance if revisions are necessary. The bold/italic font indicates options reported by the manufacturer.

#### Vehicle Condition

<b>Seats</b>	Minor Wear. Rated Typical, Inspected By Acd Independent
<b>Carpets</b>	Minor Wear. Rated Typical, Inspected By Acd Independent
<b>Int Trim</b>	Minor Damage. Rated Typical, Inspected By Acd Independent
<b>Glass</b>	Good. Rated Typical, Inspected By Acd Independent
<b>Headliner</b>	Good. Rated Typical, Inspected By Acd Independent
<b>Body</b>	Minor Damage. Rated Typical, Inspected By Acd Independent
<b>Paint</b>	Minor Wear. Rated Typical, Inspected By Acd Independent
<b>Ext Trim</b>	Good. Rated Typical, Inspected By Acd Independent
<b>Engine</b>	Minor Wear. Rated Typical, Acd Independent Inspected Vehicle
<b>Transmission</b>	Minor Wear. Rated Typical, Acd Independent Inspected Vehicle
<b>Front Tires</b>	Good. Rated Typical, Acd Independent Inspected Vehicle
<b>Rear Tires</b>	Good. Rated Typical, Acd Independent Inspected Vehicle

#### Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 604171045, as determined by the vehicle owner's principally garaged area. Autosource located 30, 2010 BMW 528xi vehicles which were used to determine the typical vehicle price. Adjustments have been

made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 30 comparable vehicles is \$424,901 for an average price of \$14,163.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2010 BMW 528xi, the difference between the asking price and selling price is generally 6%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's mileage, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. A mileage adjustment of 3.00 cents per mile has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$13,654.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

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<b>1</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C53ABZ45418</b>	<b>\$11,266</b>
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Stock# 10771. 109,656 Miles. 6 Cylinder 3.0 Engine, 6 Speed Transmission, Auto Headlamp Control, Dual Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Dual Zone Auto A/C, Cruise Control, Center Console, Rear Window Defroster, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Fog Lights, Bucket Seats, Chrome Grille, Head Airbags, Headlight Washers, Halogen Headlights, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Mirror(s) Memory, Heated Power Mirrors, MP3 Decoder, Power Brakes, Power Door Locks, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Dual Power Seats, AM/FM CD Player, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Leather Seats, Emergency S.O.S. System, Power Moonroof, Strg Wheel Radio Control, Leather Steering Wheel, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Aluminum/Alloy Wheels, Wood Interior Trim, Blue Tooth Communications, Power Driver's Seat, Roll Stability Control, Security System, Side Curtain Airbags.

Offered for sale by Dealer in La Grange, IL, (708) 973-4086. Vehicle information by \*Leading Internet Auto Site on 01/16/17.

The advertised price of \$11,985 was adjusted to account for typical negotiation (\$ -719).

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<b>2</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C51AC388387</b>	<b>\$12,902</b>
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Stock# P3576. 89,619 Miles. 6 Speed Manual, 20-Way Power Front Seats, Cold Weather Package, Anti-Lock Brakes, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Dakota Leather Uphostery, Emergency Communication System, Center Armrest, Console Insert.

Offered for sale by BMW Of Schererville in Dyer, IN, (219) 864-7333. Vehicle information by \*Leading Internet Auto Site on 11/28/16.

The advertised price of \$13,725 was adjusted to account for typical negotiation (\$ -823).

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<b>3</b>	<b>2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C52AC388737</b>	<b>\$14,095</b>
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Stock# P6015A. 109,127 Miles. 6 Speed Manual, 20-Way Power Front Seats, Cold Weather Package, Anti-Lock Brakes, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Blue Tooth Communications, Hill Descent Ctrl.

Offered for sale by Bill Kay Ford in Blue Island, IL, (708) 388-3000. Vehicle information by \*Leading Internet Auto Site on 10/24/16.

The advertised price of \$14,995 was adjusted to account for typical negotiation (\$ -900).

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<b>4 2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C50AC388445</b>	<b>\$11,271</b>
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Stock# P5227B. 99,583 Miles. 6-Speed Automatic, Cold Weather Package, Premium Package, Anti-Lock Brakes, Automatic Dimming Mirror, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Garage Door Opener, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, New Tires, Good Exterior, Excellent Condition.

Offered for sale by Lexus Of Naperville in Orland, IL, (708) 717-1578. Vehicle information by Cars.com on 01/16/17.

The advertised price of \$11,990 was adjusted to account for typical negotiation (\$ -719).

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<b>5 2010 BMW 528xi STD 4WD 4D Sedan</b>	<b>WBANV1C59AC157284</b>	<b>\$14,655</b>
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Stock# AG1027B. 79,025 Miles. 6-Speed Automatic, Anti-Lock Brakes, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Bucket Seats, Cruise Control, AM/FM CD Player, Chrome Grille, Center Console, Dual Airbags, Dual Air Conditioning, Rear Window Defroster, Heated Power Mirrors, Dual Pwr Lumbar Supports, Daytime Running Lights, Driver Seat Memory, Dual Zone Auto A/C, Dual Power Seats, Fog Lights, Head Airbags, Halogen Headlights, Headlight Washers, Heated Front Seats, Heated Steering Wheel, Heated W/S Wiper Washers, Intermittent Wipers, IPOD Control, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Leather Steering Wheel, Leather Seats, Mirror(s) Memory, MP3 Decoder, Navigation System, Power Brakes, Power Door Locks, Power Moonroof, Power Steering, Pwr Tilt/Tele. Str Wheel, Power Windows, Rear Bench Seat, Rain-Sensing W/S Wipers, Rem Trunk-L/Gate Release, Side Airbags, Stability Cntrl Suspensn, Emergency S.O.S. System, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, USB Audio Input(s), Wood Interior Trim, Blue Tooth Communications, Wireless Phone Connectivity, Audio System Security, RADIO DATA SYSTEM, Shift Knob.

Offered for sale by Joe Rizza Ford & Porche in Orland, IL, (708) 364-2237. Vehicle information by Cars.com on 01/16/17.

The advertised price of \$15,590 was adjusted to account for typical negotiation (\$ -935).

**Valuation Notes**

- o **Loss vehicle description was provided by American Family Insurance**
- o **Adjustments of Special Note**
  - The following equipment: Xenon Headlamps, does not have a manufacture cost associated with it; the adjustment was determined by using the average cost by vehicle year and category.
  - A mileage adjustment of 3.00 cents per mile/kilometer has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Mileage adjustments are capped at 40% of the vehicle's starting value.
  - Typical mileage for this 2010 BMW 528xi in Illinois is 92,214.
  - All values are in U.S. dollars.
- o **Autosource Valuation Process**
  - Over 5,000,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
  - The originating search area for this valuation was Crete, Illinois.
  - The value of the Package adjustments displayed include only those items that cannot be purchased individually. Other equipment items included in the package that can be purchased separately are adjusted with the vehicle equipment, and these adjustments are noted by the applicable options.
- o **Conditioning Notes**
  - **INTERIOR**
    - o **Seats:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
    - o **Carpets:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
    - o **Int Trim:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
    - o **Glass:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
    - o **Headliner:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
  - **EXTERIOR**



- **Body:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
- **Paint:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
- **Ext Trim:** RATED TYPICAL, INSPECTED BY ACD INDEPENDENT
- **MECHANICAL**
  - **Engine:** RATED TYPICAL, ACD INDEPENDENT INSPECTED VEHICLE
  - **Transmission:** RATED TYPICAL, ACD INDEPENDENT INSPECTED VEHICLE
- **TIRES**
  - **Front Tires:** RATED TYPICAL, ACD INDEPENDENT INSPECTED VEHICLE
  - **Rear Tires:** RATED TYPICAL, ACD INDEPENDENT INSPECTED VEHICLE

### Salvage Valuation

#### Vehicle Data

Inspection Location	Crete, IL
Autosource Market Value	\$13,654
Repair Estimate	\$8,006
Total Loss Percentage	58.63%
Point of Impact	Front End

#### Salvage Value

Predicted Salvage Value	\$4,000
Low Salvage Value	\$4,000
High Salvage Value	\$4,000
Number of Vehicles	1

This salvage value was provided by IAA on January 20, 2017.

Salvage Value is derived from data provided to Audatex by IAA. Since the Salvage Value is a prediction of gross salvage return, there is no guarantee that the salvage vehicle will be sold for the predicted value. Neither IAA nor Audatex can, or will, be an insurer or guarantor of the accuracy or reliability of the IAA data.

The above information is provided as a tool to assist the insurance company in determining whether a vehicle is economically repairable. The determination of whether a motor vehicle is a total loss is solely the responsibility of the insurance company.

### Recall Bulletins

Nat'l. Highway Traffic Safety Admin (US) has issued a total of 4 recall bulletins that may apply to this vehicle.

**NHTSA ID Number** 10V331000

Date Issued 07/21/10

Quantity Affected 6,080

**Defect** BMW is recalling certain 2010 and 2011 5-Series and 5-Series Gran Turismo passenger vehicles manufactured from January 12 through July 1, 2010. The vehicle's fuel level sensor within the fuel tank can become wedged against the tank. If this occurs, the fuel gauge in the instrument cluster would display a larger amount of fuel than was actually in the tank. As a result, if the tank became empty, the vehicle could stall increasing the risk of a crash.

**Remedy** BMW has not yet provided the agency with a remedy plan and notification schedule. Owners may contact BMW at 1-800-525-7417. Owners may also contact the National Highway Traffic Safety Administration's Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to <http://www.safercar.gov>.

**NHTSA ID Number** 10V446000

Date Issued 09/30/10

Quantity Affected 198,352

**Defect** BMW is recalling certain model year 2004-2010 5-Series, 6-Series, and model year 2002-2008 7-Series vehicles. A check valve of the brake vacuum pump may leak a small amount of lubricating

oil. Over time this could result in contamination of the brake booster. Power assist braking performance could be adversely affected. In extreme cases there could be a complete loss of power assist braking. An unexpected reduction or loss in power braking assist may increase the risk of a crash.

**Remedy** The manufacturer has not yet provided a remedy or an owner notification schedule for this campaign. Owners may contact BMW at 1-800-525-7417. Owners may also contact the National Highway Traffic Safety Administration's Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153, or go to <http://www.safercar.gov>).

**NHTSA ID Number** 11V521000

Date Issued 10/20/11

Quantity Affected 32,084

**Defect** BMW is recalling certain model year 2011 5-Series, model year 2010-2011 5-Series Gran Turismo, model year 2009-2011 7-Series, model year 2010-2011 X5 SAV, and model year 2008-2011 X6 SAV vehicles equipped with 8- or 12-cylinder, turbocharged, engines because the circuit board for the electric auxiliary water pump can overheat. This could lead to a smoldering of the pump or an engine compartment or vehicle fire.

**Remedy** BMW will notify owners, and dealers will replace the auxiliary water pump free of charge. The safety recall is expected to begin during December 2011. Owners may contact BMW Customer Relations and Services at 1-800-525-7417. Owners may also contact the National Highway Traffic Safety Administration's Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153, or go to <http://www.safercar.gov>).

**NHTSA ID Number** 12V126000

Date Issued 03/23/12

Quantity Affected 367,682

**Defect** BMW is recalling certain model year 2004-2010 5-Series, model year 2004-2010 6-Series, model year 2006- 2010 M5, and model year 2007-2010 M6 vehicles. The insulated bulkhead connector for the positive battery cable may have been incorrectly attached to the trunk floor panel, which can lead to a loosening of the bolt connection. As it loosens, an increase in electrical resistance at this cable connection is possible and could cause the cable connection to overheat. Overheating could lead to a fire, even while the vehicle is not in use. As a precaution, owners are advised to park outside until the remedy has been made.

**Remedy** BMW will notify owners, and dealers will inspect and secure the battery bolt cable connection as necessary, free of charge. The safety recall is expected to begin during April 2012. Owners may contact BMW Customer Relations and Services at 1-800 525-7417. Customers may contact the National Highway Traffic Safety Administration's Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153, or go to <http://www.safercar.gov>).

### Original Equipment Guide

Engine Options		Transmission Options	
* 6 Cylinder 3.0 Engine	STD	6 Speed Manual	STD
		* 6-Speed Automatic	\$0
Other Optional Equipment		Convenience Options	
* Anti-Lock Brakes	STD	Adaptive Cruise Control	\$2,400
* Adaptive Headlights		* Automatic Dimming Mirror	TYP
* Chrome Grille	STD	Automatic High Beam	
* Center Console	STD	* Auto Headlamp Control	STD
* Dual Airbags	STD	* Auto-Leveling Headlamps	
* Fog Lights	STD	* Cruise Control	STD
* Head Airbags	STD	* Dual Air Conditioning	STD
Halogen Headlights	STD	* Rear Window Defroster	STD
* Headlight Washers	STD	* Daytime Running Lights	STD
* Heated Steering Wheel	STD	* Dual Zone Auto A/C	STD
* Intermittent Wipers	STD	* Garage Door Opener	TYP
* Keyless Entry System	STD	Heads-Up Display	\$1,200

* Lighted Entry System	STD	* Heated W/S Wiper Washers	STD
* Leather Steering Wheel	STD	* Illuminated Visor Mirror	STD
* Mirror(s) Memory	STD	* Parking Assist System	\$750
* Navigation System	TYP	* Rain-Sensing W/S Wipers	STD
Night Vision System	\$2,200	* Rem Trunk-L/Gate Release	STD
Rear Side Airbags	\$385	Rear Side Wndw Sunshades	
* Side Airbags	STD	* Strg Wheel Radio Control	STD
* Stability Cntrl Suspensn	STD	* Tire Pressure Monitor	STD
Ski Sack	\$100		
* Emergency S.O.S. System	STD	<b>Radio/Phone/Alarm Options</b>	
* Tachometer	STD	* Alarm System	STD
* Trip Computer	STD	* AM/FM CD Player	STD
* Traction Control System	STD	* Digital Signal Processor	TYP
* Tinted Glass	STD	* High Definition Radio	\$350
* Upgraded/Add'l Speakers	TYP	* IPOD Control	STD
* Wood Interior Trim	STD	* MP3 Decoder	STD
* Xenon Headlamps		* Sirius Satellite Radio	\$595
		* Subwoofer	TYP
<b>Power Accessories</b>		* Theft Deterrent System	STD
* Heated Power Mirrors	STD	* USB Audio Input(s)	STD
* Dual Pwr Lumbar Supports	STD		
* Dual Power Seats	STD	<b>Seat Options</b>	
* Power Brakes	STD	* Bucket Seats	STD
* Power Door Locks	STD	* Driver Seat Memory	STD
Power Rear Sunshade		* Heated Front Seats	STD
* Power Steering	STD	Heated Frnt & Rear Seats	\$350
* Pwr Tilt/Tele. Str Wheel	STD	* Leather Seats	STD
* Power Windows	STD	* Rear Bench Seat	STD
		Split Folding Rear Seat	\$475
<b>Wheel Options</b>		Vinyl Seats	
18 Inch Alloy Wheels	\$600	<b>Roof Options</b>	
* Aluminum/Alloy Wheels	STD	* Power Moonroof	STD
<b>Option Packages</b>			
* 20-Way Power Front Seats	\$1,200	Includes Dual Pwr Lumbar Supports, Dual Power Seats	
* Bi-Xenon Headlamp Package	\$900	Includes Auto-Leveling Headlamps, Adaptive Headlights, Xenon Headlamps	
* Cold Weather Package	\$750	Includes Headlight Washers, Heated Front Seats, Heated Steering Wheel	
Comfort Access System	\$1,000	Includes Keyless Entry System, Multi-Function Remote Control	
High Beam Assistant	\$250	Includes Automatic High Beams	
Lane Deviation Warning	\$950		
* Navigation Package	\$1,900	Includes High Definition Radio, Navigation System, Real Time Traffic Information, Multicast FM Station Reception, Voice Command System	
* Premium Package	\$950	Includes Automatic Dimming Mirror, Dual Pwr Lumbar Supports, Garage Door Opener, Universal Remote, Auto Diming & Power Folding Ext Mirrors, Ambient Light(s)	
* Sound System Package	\$1,200	Includes Digital Signal Processor, Subwoofer, Upgraded/Add'l Speakers, Logic 7 Sound System	
Sport Package	\$1,400	Includes 20-Way Power Front Seats, Shadowline Trim, Sport-Styled Steering Wheel	

Sunshade Package	\$575	Includes Power Rear Sunshade, Rear Side Wndw Sunshades
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Base retail price	\$49,125
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<b>Loss Vehicle manufacturer's suggested retail price as reported</b>	<b>\$57,370</b>
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Editions available for the same body style (in order of original cost, increasing): \*STD, Sport

\* Indicates loss vehicle equipment.

### Vehicle Locator Service

After your claim is settled, Autosource provides free assistance in locating your next vehicle. Your request can be submitted online 24hrs. per day at <http://www.support.audatex.us>. Under Additional Services click the Autosource Vehicle Locator Service Form link to complete the VLS form. Or you can call us Monday through Friday, between 8:00 AM and 5:00 PM, Pacific time at (800)351-3133, ext 7428. Our specialists will work with you to find a new or used vehicle in your area.

### About Your Valuation

This report contains proprietary information of AudaExplore and third parties and shall not be disclosed to any third party (other than the insured or claimant) without AudaExplore's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. AudaExplore makes no representations or warranties concerning the applicability or accuracy of such tax data.

Report Generated by AudaExplore, a Solera Company

US Pat. No 7912740B2

US Pat. No 8200513B2

US Pat. No 8468038B2

US Pat. No 8725544



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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges American Family Mutual Applies Baseless Adjustment to Total Loss Claims](#)

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