

No. 1-14-1161

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT

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AMERICAN SERVICE INSURANCE,	)	Appeal from the
	)	Circuit Court of Cook County
Plaintiff-Appellee,	)	
	)	
v.	)	No. 11 CH 10705
	)	
ANTHONY E. GRAY and DORIS O'BANNER	)	
RIDLEY,	)	
	)	Honorable Kathleen G. Kennedy,
Defendants-Appellants.	)	Judge Presiding.

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PRESIDING JUSTICE SIMON delivered the judgment of the court.  
Justices Neville and Liu concurred in the judgment.

**ORDER**

- ¶ 1 *Held:* Circuit court properly granted summary judgment for plaintiff insurer where the record demonstrates the parties negotiated insurance policy providing clear terms and insurance company fulfilled its statutory obligations in issuing the policy. Circuit court also properly denied motion to reconsider where defendants argued new legal theory of mutual mistake for the first time.
- ¶ 2 Plaintiff American Service Insurance (ASI) filed a one-count complaint for declaratory judgment against defendants Anthony E. Gray and Doris O'Banner Ridley on March 22, 2011. ASI sought a declaration of the rights and obligations arising under a commercial livery policy issued by ASI to MD Transportation, which was operating a vehicle transporting defendants that

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collided with another vehicle on June 13, 2009, causing injuries to defendants. ASI sought declaratory judgment that the policy limits for uninsured motorist (UM) coverage are \$20,000 per person and \$40,000 per occurrence. Defendants filed a cross-complaint seeking a declaratory judgment that ASI was obligated to provide \$1.5 million per occurrence or \$250,000 in UM or underinsured motorist (UIM) coverage. The parties filed cross-motions for summary judgment and the trial court granted ASI's motion for summary judgment.

¶ 3 On appeal, defendants argue that the trial court incorrectly interpreted the conformity clause of the policy and the Illinois Vehicle Code and erred in granting summary judgment to plaintiff. Defendants seek reversal of the order granting ASI summary judgment and vacature of the declaratory judgment in favor of ASI. For the following reasons, we affirm the judgment of the circuit court.

¶ 4 I. BACKGROUND

¶ 5 MD Transportation owned and operated 23 vehicles in 2009 as a "railroad livery" business transporting railroad employees. On June 13, 2009, defendants were passengers in a 2005 GMC Safari operated by MD Transportation heading south on Mannheim Road in Bellwood, Illinois, when a northbound vehicle veered over the median and collided with defendants' vehicle. Defendants were injured in the accident; however, the insurance policy of the other driver issued by First Acceptance Insurance had policy limits of \$20,000 per person and \$40,000 per occurrence.

¶ 6 Defendants received \$40,000 from First Acceptance in settlement of their medical and pecuniary claims resulting from the accident. Defendants then sought settlement from ASI, alleging that its policy with MD Transportation provided \$250,000 of UIM coverage and each defendant demanded \$250,000 in UIM coverage from ASI. ASI subsequently filed the

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underlying declaratory judgment action seeking a declaration that the policy provided UM coverage with limits of \$20,000 per person, \$40,000 per occurrence, and no UIM coverage.

Defendants filed a cross-complaint for declaratory judgment seeking \$1.5 million under the per occurrence liability coverage of ASI's policy, or, alternatively, \$250,000 per person for UM or UIM coverage as required by Illinois law.

¶ 7 The record demonstrates that MD Transportation completed an ASI application entitled "Application for Illinois Taxicab/Livery Insurance" on January 1, 2007, seeking bodily injury and property damage coverage of \$1.5 million combined single limit and \$20,000 / \$40,000 limits for uninsured motorist bodily injury and underinsured motorist bodily injury coverage. On the last page of the application, immediately above the applicant's signature, the application stated "[t]hese coverages have been explained to me and I have been offered UMBI and UIMBI coverage in the amounts up to my policy limits or liability for Bodily Injury. I understand that this offer will only be made once and will not be repeated. I can change these coverages at any future date by written request." MD Transportation then checked a box next to the statement "I REJECT coverage in excess of minimum statutory limits for Uninsured and Underinsured Motorist Bodily Injury Coverage." (Emphasis in original.)

¶ 8 Plaintiff issued the commercial livery policy to MD Transportation on January 1, 2007, covering 23 vehicles and 45 operators specifically listed in the policy. The policy was subsequently renewed in 2008 and 2009. The 2009 renewal notice indicates that the policy includes Coverage A, B, and D, for bodily injury, property damage, and UM bodily injury, respectively. The limits of liability for Coverage A and B are a combined single limit of \$1,500,000 per person and per accident for bodily injury and per accident for property damage.

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The notice provides a limit of liability of \$20,000 per person and \$40,000 per accident for Coverage D, UM bodily injury coverage.

¶ 9 Under the general "Definitions" section of the policy, "insured" is defined as "any person or organization qualifying as an insured in the 'Persons Insured' provisions of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability." The definitions section under "Coverage D, Uninsured Motorist Coverage," notes that the definitions under Coverage A and B apply to Coverage D, except for the definition of insured. Coverage D defines "insured" as "(a) the named insured and any relative of the named insured; (b) any other person while lawfully occupying an insured automobile; (c) any person, with respect to damages he/she is entitled to recover because of bodily injury to which this coverage applies when sustained by an insured under (a) or (b) above." Section (j) of the exclusions to Coverage D excludes UM coverage "if Underinsured Motorist Coverage applies to the accident."

¶ 10 Coverage E, UIM coverage applies the definitions under Coverage A, B, and D to its coverage. In this section, "underinsured motor vehicle" is defined as "a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this Underinsured Motorist Coverage." Exclusions to Coverage E include when UM Coverage D applies to the accident. The limit of liability "as stated in the Declarations for Underinsured Motorist Coverage as applicable to 'each person' is the maximum limit of the Company's liability for all damages."

¶ 11 In the "Conditions" section of the policy, under section 8, "Financial Responsibility Laws," the policy contains the "conformity clause" of the policy which states, in full:

"If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collective insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Should any owned vehicle or any temporary substitute automobile be operated beyond the mileage limitation specified on the declarations page, no

insurance will be afforded in excess of the state mandated financial responsibility limits of liability, regardless of the limits shown in the declarations."

¶ 12 The certificate of liability insurance issued by plaintiff for each vehicle operated by MD Transportation confirmed the minimum amounts for the policy dates of January 1, 2009, to January 1, 2010. Specifically, the certificates indicated that automobile liability coverage with a combined single limit of \$1.5 million was provided. "Other, UM/UIM" insurance with limits indicated as "\$20/40" were provided. Each form listed "S.O.S. Taxi/Livery Dept., 5401 N. Elston, Chicago, IL 60630" as additional insured. In addition, the certificates included language that the certificates were issued as a matter of information only and did not amend, extend, or alter the coverage afforded by the policies described therein.

¶ 13 ASI moved for summary judgment on its complaint for declaratory judgment. ASI argued that MD Transportation was properly advised of what UM/UIM covered and that it may elect for coverage in excess of minimum statutory limits. ASI asserted that MD Transportation clearly rejected this excess coverage and the policy did not provide UIM coverage. ASI also argued that the plain terms of the proof of financial responsibility law argued by defendants, section 8-101 of the Illinois Vehicle Code (625 ILCS 5/8-101 (West 2008)), apply to owners and operators and do not provide a mandate or responsibility upon insurance carriers.

¶ 14 In support, ASI attached the affidavit of Keith G. Kamberos, a licensed insurance producer who met with Mario Dobrilla, owner of MD Transportation, and discussed the provisions of the policy. In particular, Kamberos testified that he discussed UM and UIM coverage and described this type of coverage to Mr. Dobrilla and obtained other information in order to complete the application for Illinois Taxicab / Livery Insurance and submit that to ASI. Kamberos averred that it was his custom and practice to inform applicants of this type of

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coverage, that the named insured and passengers would be protected in the event of an accident with an uninsured or underinsured vehicle under the minimum limits of \$20,000 per person and \$40,000 per occurrence. He testified that he would offer increased coverage limits and provide quotes for those limits and recalled offering this increased coverage to Mr. Dobrilla.

¶ 15 In further support of the motion for summary judgment, ASI submitted a supplemental brief, attaching the affidavit of Bruce Giles, a commercial lines underwriter for ASI. Giles averred that he examined the underwriting file maintained by ASI for MD Transportation including the application, policy, certificates of insurance, and other business records. Giles testified that the certificates of insurance were issued by plaintiff to the Illinois Secretary of State, Taxi / Livery Department as a matter of information only and conferred no rights upon the certificate holder and did not amend, extend, or alter coverage under the policies. Giles testified that the certificates were not submitted as proof of financial responsibility for the future because, pursuant to plaintiff's custom and practice, form SR-22 would be used as such proof. Giles added that the certificates lacked the necessary information for this purpose and neither they, nor the policies, were certified as proof of responsibility for the future.

¶ 16 In response to ASI's motion for summary judgment, defendants argued that, pursuant to section 8-101(c) of the Illinois Vehicle Code (625 ILCS 5/8-101(c) (West 2008)), ASI's policy of insurance was required to include UM/UIM limits of \$250,000 per person because MD Transportation was a contract carrier. Defendants asserted that ASI must conform to Illinois law when it issues an insurance policy in Illinois and its failure to offer the \$250,000 UM / UIM coverage violated public policy. Defendants concluded that the contract must be reformed to provide the minimum UM/UIM limits required by law; however, defendants did not present any counter-affidavits or other affirmative evidence concerning plaintiffs' or MD Transportation's

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negotiations or actions to support reformation. On February 13, 2013, on the court's request, defendants filed a supplemental brief further supporting this argument.

¶ 17 On May 13, 2013, the circuit court entered an order granting plaintiff summary judgment and denying defendants' motion for summary judgment. The circuit court rejected defendants' arguments that the policy provided for UM and UIM coverage for the liability coverage amount of \$1.5 million per occurrence. The court also rejected the argument that the policy limits for UM and UIM coverage must conform to Illinois law for contract carriers. The court stated that section 8-101 of the Illinois Vehicle Code requires contract carriers to maintain UM and UIM coverage in an amount not less than \$250,000; however, it found that the policy clearly stated that the policy limits for UM are \$20,000 per person and \$40,000 per occurrence and that UIM coverage was not provided and this complied with requirements of section 5/143a-2.

¶ 18 The circuit court opined that the second paragraph of the conformity clause related to section 7-301 of the Illinois Vehicle Code (625 ILCS 5/7-301 (West 2008)), which did not apply to this case. Furthermore, the court found that MD Transportation was specifically notified of the policy limits and that it could purchase increased limits, but that it explicitly rejected and contracted for the minimum UM and UIM limits. In conclusion, the circuit court noted that the statutes do not impose the obligation on the insurance company to determine the legal status of the policyholder and the required policy limits or to describe the limits for contract carriers under the proof of financial responsibility section.

¶ 19 On June 11, 2013, defendants filed a motion to reconsider. Defendants asserted for the first time that the conformity clause of the policy was ambiguous and required reformation of the policy. Defendants also argued for the first time that the policy should be reformed based on mutual mistake of the parties. The circuit court rejected these arguments as waived because they

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could have, but did not, raise these arguments before the summary judgment ruling and further failed to provide a factual basis to support the argument. Accordingly, reconsideration was denied and this appeal followed.

¶ 20

## II. ANALYSIS

¶ 21 Defendants argue on appeal that the trial court erred in granting plaintiff summary judgment. Summary judgment may be granted when the pleadings, depositions, admissions and affidavits on file demonstrate no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2012). Where parties file cross-motions for summary judgment, they concede the absence of a genuine issue of material fact and invite the resolution of the matter by the court as a matter of law. *Chicago Hospital Risk Pooling Program v. Illinois State Medical Inter-Insurance Exchange*, 397 Ill. App. 3d 512, 523 (2010). We review an order granting summary judgment *de novo*. *Id.* While we also review the evidence in a light most favorable to the nonmovant, we cannot ignore evidence unfavorable to the nonmovant and may sustain the trial court on any basis called for in the record. *Ruane v. Amore*, 287 Ill. App. 3d 465, 474 (1997). Where reasonable persons could draw divergent inferences from the undisputed facts presented, summary judgment must be denied. *Outboard Marine Corp. v. Liberty Mutual Insurance Co.*, 154 Ill. 2d 90, 108 (1992).

¶ 22 Additionally, the construction of the terms of an insurance policy and the proper interpretation to be afforded statutory provisions are questions of law for which our standard of review is *de novo*. *Pekin Ins. Co. v. Wilson*, 237 Ill. 2d 446, 454-55 (2010); *Lee v. John Deere Ins. Co.*, 208 Ill. 2d 38, 43 (2003). In construing the language of an insurance policy, we follow the "four corners" approach, presuming the document speaks for itself and the intentions of the parties must be determined from the language they have used in drafting the agreement. *Id.* at

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455-56. An ambiguity does not exist in a contract simply because the parties disagree on the meaning of a provision, but when the contract contains language susceptible to more than one reasonable interpretation. *Ringgold Capital IV, LLC v. Finley*, 2013 IL App (1st) 121702 (2013). Only then may extrinsic evidence be considered to establish the intent of the parties and ambiguous terms will be construed strictly against the insurer who drafted the policy. Further, terms that limit coverage will be interpreted liberally in favor of the insured. *Pekin Insurance Co.* at 456.

¶ 23 Courts are bound "to interpret and apply statutes in the manner in which they are written and cannot rewrite them to make them consistent with [the] idea of orderliness and public policy." *Schultz v. Illinois Farmers Insurance Company*, 237 Ill. 2d 391, 406 (2010). However, the *Schultz* court also noted that an insurance policy must be enforced as unambiguously written unless the terms would circumvent the underlying purpose of a statute in force at the time of the policy's issuance, thereby violating public policy. *Id.* at 400. The public policy of Illinois is reflected in its constitution, statutes, and judicial decisions. *Id.* When a statute exists for the protection of the public, it cannot be rewritten through private contract. *Progressive Universal Insurance Company of Illinois v. Liberty Mutual Fire Insurance Company*, 215 Ill. 2d 121, 129 (2005). This state's mandatory insurance requirements were set for the principal purpose of protecting the public and where a state's financial responsibility law mandates certain liability coverage, a provision in an insurance policy that conflicts with that law will be void. *Id.*

¶ 24 Section 143a of the Illinois Insurance Code (215 ILCS 5/143a (West 2008)) requires that automobile insurance policies provide UM coverage liability limits in compliance with the minimum liability limits for bodily injury or death of \$20,000 per person and \$40,000 per occurrence provided by section 7-203 of the Illinois Vehicle Code (625 ILCS 5/7-203 (West

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2008)). Section 143a-2 of the Illinois Insurance Code provides the conditions and procedures that insurance companies must follow in providing this coverage, and any named insured or applicant must follow to reject additional uninsured motorist coverage. Section 143a-2 states, in pertinent part:

“(1) Additional uninsured motor vehicle coverage. No policy insuring against loss resulting from liability imposed by law for bodily injury or death suffered by any person arising out of the ownership, maintenance or use of a motor vehicle shall be renewed or delivered or issued for delivery in this State with respect to any motor vehicle designed for use on public highways and required to be registered in this State unless uninsured motorist coverage as required in Section 143a of this Code is included in an amount equal to the insured's bodily injury liability limits unless specifically rejected by the insured as provided in paragraph (2) of this Section. Each insurance company providing the coverage must provide applicants with a brief description of the coverage and advise them of their right to reject the coverage in excess of the limits set forth in Section 7-203 of The Illinois Vehicle Code. The provisions of this amendatory Act of 1990 apply to policies of insurance applied for after June 30, 1991.

(2) Right of rejection of additional uninsured motorist coverage. Any named insured or applicant may reject additional uninsured motorist coverage in excess of the limits set forth in Section 7-203 of the Illinois Vehicle Code by making a written request for limits of uninsured motorist coverage which are less than bodily injury liability limits or a written rejection of limits in excess of those required by law. This election or rejection shall be binding on all persons insured

under the policy. In those cases where the insured has elected to purchase limits of uninsured motorist coverage which are less than bodily injury liability limits or to reject limits in excess of those required by law, the insurer need not provide in any renewal, reinstatement, reissuance, substitute, amended, replacement or supplementary policy, coverage in excess of that elected by the insured in connection with a policy previously issued to such insured by the same insurer unless the insured subsequently makes a written request for such coverage.

(3) The original document indicating the applicant's selection of uninsured motorist coverage limits shall constitute sufficient evidence of the applicant's selection of uninsured motorist coverage limits. For purposes of this Section any reproduction of the document by means of photograph, photostat, microfiche, computerized optical imaging process, or other similar process or means of reproduction shall be deemed the equivalent of the original document." 215 ILCS 5/143a-2(1-3) (West 2008).

¶ 25 Section 8-101 of the Illinois Vehicle Code, entitled "Proof of financial responsibility – Persons who operate motor vehicles in transportation of passengers for hire." Section 8-101 provides, in pertinent part:

"(a) It is unlawful for any person, firm or corporation to operate any motor vehicle along or upon any public street or highway in any incorporated city, town or village in this State for the carriage of passengers for hire, accepting and discharging all such persons as may offer themselves for transportation unless such person, firm or corporation has given, and there is in full force and effect and on file with the Secretary of State of Illinois, proof of financial responsibility

provided in this Act.

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(c) This Section also applies to a contract carrier transporting employees in the course of their employment on a highway of this State in a vehicle designed to carry 15 or fewer passengers. As part of proof of financial responsibility, a contract carrier transporting employees in the course of their employment is required to verify hit and run and uninsured motor vehicle coverage, as provided in Section 143a of the Illinois Insurance Code, and underinsured motor vehicle coverage, as provided in Section 143a-2 of the Illinois Insurance Code, in a total amount of not less than \$250,000 per passenger." 625 ILCS 5/8-101(a), (c) (West 2008)).

¶ 26 Defendants argue that the circuit court erred in interpreting the conformity clause as only applying to section 7-301 of the Illinois Vehicle Code and not section 8-101 because the plain language of the conformity clause indicates that section 8-101 applies. Defendants contend that they did not waive the argument that the conformity clause was ambiguous by raising this issue only in a motion to reconsider, since this argument was the same argument raised in their motion to dismiss – that the conformity clause required application of section 8-101 and the \$250,000 UIM coverage minimum. Defendants add that reasonable inferences from the record required rejecting ASI's motion for summary judgment regarding the amount of coverage rejected and provided by the policy. Therefore, defendants seek reversal of the summary judgment order and vacature of the declaratory judgment as well as an opinion from this court that the conformity clause applies to section 8-101.

¶ 27 ASI responds that the policy clearly provides that the parties contracted for UM coverage

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with \$20,000 / \$40,000 limits and no UIM coverage, and the circuit court correctly affirmed the terms contracted for by the parties. ASI maintains that the circuit court properly concluded that the conformity clause did not apply to section 8-101 of the Illinois Vehicle Code and UM / UIM coverage because it only applied to liability coverage. Furthermore, ASI argues that the conformity clause does not apply to section 8-101 because ASI did not certify the policy as proof of financial responsibility for the future. ASI concludes that defendants waived any argument that the policy must be reformed based on the claim that the terms of the policy are ambiguous and mutual mistake of the parties because they failed to raise these arguments until their motion for reconsideration.

¶ 28 We agree with plaintiff that the circuit court properly determined that plaintiff was entitled to summary judgment and that defendants waived the argument of mutual mistake. First, we note that plaintiff correctly argues that defendants' introduction of additional evidence and assertion of new legal arguments in their motion to reconsider were improper and these arguments are waived. The purpose of a motion to reconsider is to bring to the court's attention newly discovered evidence that was not available at the time of the original hearing, changes in existing law, or errors in the court's application of the law. Arguments raised for the first time are waived. *Evanston Insurance Co. v. Riseborough*, 2014 IL 114271, ¶ 36. Accordingly, defendants' argument that the policy must be reformed on the basis of mutual mistake was waived and reliance on any new evidence presented in the motion also was improper absent explanation as to how it was unavailable at the time of the original hearing.

¶ 29 The circuit court declared that defendants are not entitled to underinsured motorist coverage and that the policy limits for UI coverage were \$20,000 per person and \$40,000 per occurrence. Although a specific definition of contract carrier is not provided in the statutes, the

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circuit court found MD Transportation to be a contract carrier under the language provided in Section 8-101. However, the court also concluded that there is no statutory requirement that an insurer determine whether a commercial livery insurance applicant is a "contract carrier" for purposes of section 8-101 or that an insurance provider must describe the increased insurance requirements for contract carriers as in the requirement for UM/UIM coverage under section 143a-2 for general commercial auto policies. Furthermore, there is no requirement that an insurer determine whether an insured, contract carrier or not, will purchase supplementary insurance.

¶ 30 The circuit court found that pursuant to the terms of the policy, the conformity clause referred to the financial responsibility section of section 7-301 of the Illinois Vehicle Code (625 ILCS 5/7-301 (West 2008)), but that section did not apply as it relates to persons with revoked licenses or who have failed to pay judgments of over \$500. The court also found that section 8-101 did not apply as the Insurance Code only refers to section 7-203 under the UM/UIM minimum requirements in section 5/143a-2. 625 ILCS 5/143a-2 (West 2008). Because that section does not mention section 8-101, there is no duty imposed on the insurer by statute to determine whether a commercial livery insurance applicant is a contract carrier. Furthermore, the parties did not contract terms implicating that section and the conformity clause did not implicate that section as argued by defendants.

¶ 31 The actions of the parties as presented in the affidavits of plaintiffs' witnesses, and not challenged by counter-affidavit from defendants, support this conclusion. According to plaintiff's affiant Kamberos, after Kamberos explained the coverage in order to obtain the necessary information from MD Transportation to complete an "application for Illinois Taxicab / Livery Insurance," MD Transportation signed an application form and submitted it to ASI. Kamberos averred that it was his custom and practice to advise applicants of what UM and UIM coverage

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are and that they could elect to receive coverage higher than the minimums of \$20,000 per person and \$40,000 per occurrence. Kamberos stated that he specifically informed MB Transportation of these limits. The policy, and renewal notices, issued by ASI all indicate that the policy is a "commercial livery" policy with UM/UIM coverage limits of \$20,000 / \$40,000.

¶ 32 In addition, according to Giles, ASI produced certificates of insurance for each vehicle insured and submitted the certificates to the Taxi / Livery Department of the Illinois Secretary of State for informational purposes only and not as proof of financial responsibility. The certificates indicate policy limits of \$1.5 million bodily injury and property damage and \$20,000 / \$40,000 UM/UIM coverage. Accordingly, because unrebutted facts in an affidavit must be taken as true, the facts demonstrate that ASI's actions complied with statutory requirements, ASI did not certify proof of financial responsibility, and ASI did not trigger section 8-101 under the conformity clause. See *Raintree Homes, Inc. v. Village of Long Grove*, 209 Ill. 2d 248, 262 (2004).

¶ 33 Based on the plain language of the policy and the evidence of record, the parties clearly contracted for the limits stated within the parameters of the statute for commercial auto policies, in particular, livery policies. Neither the statute nor the policy imposes a duty on plaintiff to cover every contingency. Where the statutory provisions run to the owners or policyholders and not the insurer, as they do in section 8-101, they also have a duty to assure the policy is proper and the insurer is not required to cover every possible loss. See *Progressive Universal Insurance Co.*, 215 Ill. 2d at 136.

¶ 34 Accordingly, limited to the facts of this case, we cannot place a duty on a party where a statute does not in order to comport with notions of public policy. As the *Schultz* court stated, "[t]his we may not do. A court may not add provisions that are not found in a statute, nor may it

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depart from a statute's plain language by reading into the law exceptions, limitations, or conditions that the legislature did not express." *Schultz*, 237 Ill. 2d at 408. That is the province of the General Assembly. In this case, the policy clearly states minimum coverage limits for UM/UIM coverage and the circuit court properly granted summary judgment.

¶ 35

### III. CONCLUSION

¶ 36 For the reasons stated, we affirm the judgment of the circuit court.

¶ 37 Affirmed.