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Recent Decision from Illinois Courts: Policy Language Prevented Insureds from Stacking Underinsured Motorists (UIM) Coverage

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State Farm filed a declaratory action seeking a determination that it owed no underinsured motorist coverage to two insureds in an accident. The insureds had five separate policies, each with UIM coverage of \$100,000. They recovered \$250,000 from the adverse driver's insurance carrier and sought to stack the coverage from their five policies to receive an additional \$250,000 from State Farm. The trial court held the policy language clearly limited the total liability from all policies to the "limit of liability of the single policy providing the highest limit of liability."

The Second District affirmed. It rejected Plaintiff's claim that the declarations page created an ambiguity with the policy language. The declarations pages, read in isolation, might raise the question of stacking but the anti-stacking provision unambiguously limited coverage. **State Farm Mut Auto Ins. Co. v. McFadden**, 2012 IL App (2d) 120272 (10/31/12).

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