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## ILLINOIS LAW MANUAL

### CHAPTER XII

### EXCLUSIONS TO COVERAGE

#### M. “NAMED DRIVER” EXCLUSION

An automobile liability policy in Illinois may contain an exclusion barring coverage for a specifically named driver identified in the exclusion. St. Paul Fire & Marine Ins. Co., v. Smith, 787 N.E.2d 852 (1<sup>st</sup> Dist. 2003).

The St. Paul Fire & Marine opinion does not address the consequences mandated for an insurer's failure to include correct information regarding the excluded named drivers on an insurance card. But in Founders Ins. Co. v. Munoz, 389 Ill.App.3d 744 (1<sup>st</sup> Dist. 2009) (overruled on other grounds in Founders Ins. Co. v. Munoz, 237 Ill.2d 424, 930 (2010)), the court found that the insurer's named driver exclusion excluded the insured from coverage in an accident, regardless of the absence of a warning on the insurance card. Founders, 389 Ill.App.3d at 756-757. Here, the insured argued that the named driver exclusion should not apply against him, relying on the administrative regulations promulgated by the Secretary of State, which mandate that insurance cards contain a warning of excluded drivers or vehicles. Id. at 756. The insured argued that the named driver provision excluding him from coverage could not be enforced in absence of this warning. But the court found nothing, statutory or otherwise, supporting this interpretation and held that the insurer's named driver exclusion excluded the insured from coverage. Id. at 756-757.