

FLORIDA PERSONAL AUTO POLICY



For questions about “your” policy please call:
For claims inquiries please call:

YOUR FLORIDA PERSONAL AUTO POLICY – QUICK REFERENCE INDEX

DECLARATIONS PAGE
Name of Insurance Company
Your Name and Address
Your Auto or Trailer
Policy Period
Coverage and Amounts of Insurance

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**PERSONAL AUTO POLICY
AGREEMENT**

In return for payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

DEFINITIONS

- A. Throughout this policy, **you** and **your** refer to:
1. The **Named Insured** shown in the Declarations; and
 2. The spouse, if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **you** and **your** under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
 2. The effective date of another policy listing the spouse as a **Named Insured**; or
 3. The end of the policy period.
- B. **We, us** and **our** refer to the insurance Company providing this insurance, shown in the Declarations.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- D. **Accident** means a sudden, unexpected, and unintended occurrence.
- E. **Artisan Use** is defined as a vehicle used to carry tools and supplies between the insured's home and job site. This does not include incidental use.
- F. **Bodily Injury** means bodily harm, injury, sickness or disease, including death that results.
- G. **Business** includes trade, profession or occupation.
- H. **Business Use** means the required use of a vehicle in the course of any occupation, job, employment, trade, profession, business, or for-profit activity, whether full-time or part-time. This does not include commuting to or from the driver's primary residence to the primary place of such business or for-profit activity. This does not include incidental use.
- I. **Family Member** means a person related to **you** by blood, marriage, or adoption who is usually a resident of **your** household. This includes a ward or foster child who is a resident of **your** household.
- J. **Occupying** means in, upon, entering into or alighting from, getting on or off.
- K. **Property Damage** means physical injury to, destruction of or loss of use of tangible property.
- L. **Diminution in value** means the actual or perceived loss in market or resale value which results from a direct and accidental loss.
- M. **Trailer** means a device designed to be towed on the public roads by a:
1. Private passenger auto; or
 2. Pickup or van.
- It includes, but is not limited to, towed camping vehicles, farm wagons and farm implements while towed by a vehicle listed in M.1 or M.2 above.
- N. **Your covered auto** means:
1. Any vehicle shown in the Declarations.
 2. A **newly acquired auto**.
 3. Any **trailer you** own.
 4. Any auto or **trailer 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.
- O. **Non-owned auto** means:
Any auto used by you with the express or implied permission of the owner; and
Not owned by, furnished, or available for the regular use of you, a relative, or a resident.
Non-owned auto does not include any vehicle which has been operated or rented by or in the possession of you or any family member for 30

or more consecutive days. This does not apply to a temporary substitute vehicle. A rental vehicle is a **non-owned auto**.

P. **Newly acquired auto** means:

1. Any of the following types of vehicles **you** become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, that;
 - i. Has a gross Vehicle Weight of less than 10,000 lbs.; and
 - ii. Is not used for the delivery or transportation of goods and materials unless such use is: Incidental to **your business** of installing, maintaining or repairing furnishings or equipment; or for farming or ranching.
2. Coverage for a **newly acquired auto** is provided as described herein. If **you** request **us** to insure a **newly acquired auto** after fourteen days of becoming the owner, any coverage **we** provide for the **newly acquired auto** will begin at the time **you** request the coverage and agreed to by the company.
For any coverage provided in this policy, except Coverage for Damage to Your Auto, a **newly acquired auto** will have the broadest coverage currently provided for any vehicle shown in the Declarations Page.

3. Coverage begins on the date **you** become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations Page, **you** must ask **us** to insure it within fourteen days of becoming the owner. If a **newly acquired auto** replaces a vehicle shown in the Declarations Page, coverage is automatically provided for this vehicle.

Coverage for a **newly acquired auto** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:

- a. Fourteen days after **you** become the owner if the Declarations indicate that Collision or Other Than Collision coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage currently provided for any auto shown in the Declarations.
- b. Four days after **you** become the owner if the Declarations do not indicate that Collision or Other Than Collision coverage applies to at least one auto. If **you** comply with the four-day requirement and a loss occurred before **you** asked **us** to insure the **newly acquired auto**, a \$500 deductible will apply to Collision Coverage and Other Than Collision Coverage.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. If you pay the applicable premium **We** will pay, subject to the Limits of Liability, damages for **Bodily injury** and/or **Property damage** for which any **insured** becomes legally responsible because of an auto **accident**. Damages include prejudgment interest awarded against the **insured**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages.
- In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. Our duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.
- B. **Insured** as used in this Part A – Liability Coverage means:
1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
 2. Any person using **your covered auto** with **your** express or implied permission.
 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part A – Liability Coverage.
 4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of **you** or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of an **insured**:

- A. Up to \$250 for the cost of bail bonds required because of an **accident**. This is including related traffic law violations. The **accident** must result in **bodily injury** or **property damage** covered under this policy.
- B. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend.
- C. Interest accruing after judgment is entered in any suit **we** defend. Our duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.
- D. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request.
- E. Other reasonable expenses incurred at **our** request.
- F. Where **we** are required to cover prejudgment interest, it shall be included in the limit of liability and is not an additional amount of insurance.

EXCLUSIONS

- A. **We** do not provide Liability Coverage for any **insured**:
1. Who intentionally causes **bodily injury** or **property damage**, even if such bodily injury or property damage is of a different kind or degree than expected or intended, or such bodily injury or property damage is sustained by a different person or persons than expected or intended.
 2. For **property damage** to property owned or being transported by that **insured**.
 3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or

c. In the care of;
an **insured**.

This exclusion (A.3.) does not apply to **property damage** to a residence or private garage.

4. For **bodily injury** to an employee or co-employee of that **insured** during the course of employment. This exclusion (A. 4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or private livery conveyance. This includes, but is not limited to: taxicabs, limousines, or vehicles for any period of time while it is being operated by an insured logged into a transportation network platform as a driver whether or not any passenger is in the vehicle.

At no time shall this policy be construed to provide coverage for the purpose of providing prearranged transportation services for compensation such as, Uber, Lyft, and ride sharing services. This does not apply to share-the-expense car pool.

6. For that **insured** using any vehicle:

- for **Business Use** or **Artisan Use** who has not paid a Business Use Charge;
- while employed in the pickup or delivery of newspapers or magazines, food or any products for compensation or a fee or other for-profit purpose; or
- Maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** not described in A-7.

This exclusion (A.6.) does not apply to the business of farming or ranching or to the maintenance or use of a private passenger auto,

pickup or van, or a trailer used with one of these vehicles.

7. While employed or otherwise engaged in the **business** of:

- Selling;
- Repairing;
- Servicing;
- Storing; or
- Parking.

Vehicles designed for use mainly on public highways. This includes road testing and delivery of the vehicle. This exclusion (A.7.) does not apply to the ownership

maintenance or use of **your covered auto** by:

- You;
- Any **family member**; or
- Any partner, agent or employee of **you** or any **family member**.

8. For bodily injury or property damage arising out of the use of:

- Your covered auto** by any person other than a **family member** without **your** express or implied permission; or
- A vehicle by any person without the express or implied permission of the owner.

9. For **bodily injury** or **property damage** for which any **insured**:

- Is an insured under a nuclear energy liability policy; or
- Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- Nuclear energy Liability Insurance Association;
- Mutual Atomic Energy Liability Underwriters; or
- Nuclear Insurance Association of Canada.

10. For **bodily injury** or **property damage** caused by or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
 11. For punitive or exemplary damages awarded against any **insured**.
 12. For Bodily Injury or property damage arising out of the use of **your covered auto** while leased or rented to others to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Florida. However, this exclusion does not apply to the operation of **your covered auto** by **you** or a **family member**.
 13. For Bodily Injury or property damage arising out of a criminal act or omission of the **insured**. However, this exclusion (14.) does not apply to traffic violations.
 14. **We** do not provide Liability Coverage for any **insured** for **bodily injury** or death to **you** or any **family member**.
 15. **We** do not provide Liability Coverage resulting from the use of a vehicle by a person(s) specifically excluded by endorsement, unless required by Florida law.
 16. **We** do not provide Liability Coverage resulting from the **insured's** use of a vehicle for racing if the insured is a willing participant.
- B. **We** do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is a vehicle not required to be licensed for use on public roads; or
 - c. Is designed mainly for use off public roads; or
 - d. Which is a flatbed truck, box truck, or
 - e. A pickup with a Gross Vehicle Weight rating in excess of 12,000 lbs. without an approved endorsement.

This exclusion does not apply to medical emergencies, trailers, or non-owned golf carts.
 2. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by **you**; or
 - b. Furnished or available for **your** regular use.
 3. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.

However, this exclusion (B.3) does not apply to **you** while **you** are maintaining or **occupying** any vehicle which is:

 - a. Owned by a **family member**, or
 - b. Furnished or available for the regular use of a **family member**.
 4. Any vehicle:
 - a. Competing or participating in any driving activity conducted on a permanent or temporary racetrack or racecourse; or
 - b. An insured's Practice or preparation or knowledge of such action for; any prearranged or organized racing, stunting, demolition, or speed contest.

LIMIT OF LIABILITY

- A. This limit of liability shown in the Declarations for each person for Bodily Injury is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one auto **accident**.

Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for Bodily Injury Liability is **our**

maximum limit of liability for all damages for **bodily injury** resulting from any one auto **accident**.

The limit of liability shown in the Declarations for each **accident** for Property Damage Liability is **our** maximum limit of liability for all **property damage**: resulting from any one auto **accident**.

This is the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums paid or shown in the Declarations; or
4. Vehicles involved in the auto **accident**.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part B-Medical Payment Coverage or Part C-Uninsured Motorists Coverage of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C. A vehicle and attached trailer are considered one vehicle. Therefore, the limits of liability will not be increased for an accident involving a vehicle which has an attached trailer.

OUT OF STATE COVERAGE

If an accident, to which this part applies, occurs in any state, territory, or possession of the United States of America or any province or territory of Canada; other than the one in which a covered auto is principally garaged; and the state, province, territory, or possession has:

- A. A financial responsibility or similar law requiring limits of liability for bodily injury or property damage higher than the limits shown on the declarations page, this policy will provide the higher limits; or
- B. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever

the non-resident uses an auto in that state, province, territory, or possession, this policy will provide the greater of:

1. the required minimum amounts and types of coverage; or
2. the limits of liability under this policy.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is any other applicable liability insurance, **we** will pay only **our** share of the loss. Our share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any insurance **we** provide for a vehicle **you** do not own shall be excess over any other collectible insurance.

However, **we** will provide primary insurance in the minimum limits as required by law for a vehicle **you** do not own, including a **non-owned auto** as required subject to Florida Statute 627.7263 as amended :

- A. The vehicle is rented or leased by **you** under a written rental or lease agreement; and
- B. The face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible liability insurance of any authorized rental or leasing driver is primary for the limits of liability coverage required by Sections 324.021(7) and 627.736, Florida Statutes.

When these conditions have been met, **we** will defend **you** and **family members** in any legal action when Liability Coverage under Part I applies, but **we** have no duty to defend the lessor or owner of that auto under Part I.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. If you pay the applicable premium **We** will pay, subject to the Limits of Liability, reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:
1. Caused by an **accident**; and
 2. Sustained by an **insured**.

We will pay only those expenses incurred for services rendered within 3 years from the date of the **accident**.

- B. **Insured** as used in this Part means **you** or any **family member**:
1. While **occupying**; or
 2. As a pedestrian when struck by; A motor vehicle designed for use mainly on public roads or a **trailer** of any types.
- C. Any other person while **occupying your covered auto**.

EXCLUSIONS

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

- A. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
- B. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes, but is not limited to: taxicabs, limousines, or vehicles for any period of time while it is being operated by an insured who is logged into a transportation network platform as a driver whether or not there is any passenger is in the vehicle.

At no time shall this policy be construed to provide coverage for prearranged transportation services for compensation such as, Uber and Lyft and ride sharing services. This does not apply to share-the-expense car pool.

- C. For that **insured** using any vehicle:
1. For **Business Use** or **Artisan Use** who has not paid a Business Use Charge;

2. While employed in the pickup or delivery of newspapers or magazines, food or any products for compensation or a fee or other for-profit purpose.

- a. This exclusion does not apply to the business of farming or ranching or to the maintenance or use of a:
 - i. A private passenger auto;
 - ii. A pick-up, van; or
 - iii. trailer used with i or ii above.

- D. Sustained while **occupying** any vehicle located for use as a residence or premises.
- E. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
- F. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
1. Owned by **you**; or
 2. Furnished or available for **your** regular use.
- G. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
1. Owned by **you** or any **family member**; or
 2. Furnished or available for regular use by any **family member**.

However, this exclusion does not apply to **you**.

- H. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion (H.) does not apply to a **family member** using **your covered auto** which is owned by **you**.
- I. Caused by or as a consequence of:
1. Discharge of a nuclear weapon (even if accidental);
 2. War (declared or undeclared);
 3. Civil War;
 4. Insurrection; or
 5. Rebellion or revolution.

J. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

1. Nuclear reaction;
2. Radiation; or
3. Radioactive contamination.

K. Sustained while **occupying** any vehicle:

- a. Competing or participating in any driving activity conducted on a permanent or temporary racetrack or racecourse; or
- b. Practicing or preparing for, or knowledge; by the insured of any prearranged or organized racing, stunting, demolition, or speed contest.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for each person injured in any one **accident**. This is the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto **accident**.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A or Part C of this policy;
2. Any underinsured Motorists Coverage provided by this policy; or
3. Any Personal Injury Protection benefits available to the insured under any policy of insurance.

C. **We** do not provide Medical Payments Coverage for any medical expense in excess of:

1. The applicable fee schedules and payment guidelines or limitations set forth below:
 - a. The insurer will limit reimbursement of a properly billed reasonable charge, but in no event will pay more than the following schedule of maximum charges.

b. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.

c. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.

d. For emergency services and care as defined by Chapter 395.002, Florida Statutes, provided in a facility licensed under Chapter 395 that were rendered by a physician or dentist; and related hospital inpatient services rendered by a physician or dentist; and the usual and customary charges in the community.

e. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A; prospective payment applicable to the specific hospital providing the inpatient services.

f. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A; Ambulatory Payment Classification for the specific hospital providing the outpatient services.

g. For all other medical services, supplies, and care, 200 percent of the allowable amount under:

i. The participating physicians fee schedule of Medicare Part B; except as provided in sub-sub-paragraphs (ii) and (iii).

ii. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.

iii. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B; in the case of durable medical equipment.

h. However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-

subparagraph, the insurer will limit reimbursement of a properly billed reasonable charge, pursuant to the maximum reimbursable allowance under workers' compensation, as determined under s Chapter 440.13, Florida Statutes, and rules adopted thereunder; which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation is not required to be reimbursed by the insurer. For purposes of this subparagraph, the term "service year" means the period from March 1 through the end of February of the following year.

OTHER INSURANCE

Any amount payable under this Medical Payments Coverage is excess to any applicable Personal Injury Protection benefits available to the insured under any policy of insurance. If there is other applicable auto medical payments insurance, **we** will pay **our** share of the loss. Our share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C – UNINSURED MOTORISTS COVERAGE – FLORIDA STACKED

INSURING AGREEMENT

- A. If you pay the applicable premium **We** will pay compensatory damages, subject to the Limits of Liability, which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:
1. Caused by an **accident**; and
 2. Sustained by an **insured**.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

- B. **Insured** as used in this Part C – Uninsured Motorists Coverage means:
1. You or any **family member**.
 2. Any other person **occupying your covered auto** with **your** express or implied permission.
 3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

- C. **Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:
1. To which no bodily injury liability bond or policy applies at the time of the **accident**.
 2. To which a bodily injury liability bond or policy applies at the time of the **accident**, but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an **accident** resulting in **bodily injury** without hitting:
 - a. You or any **family member**; or

- b. A vehicle which **you** or any **family member** are **occupying**; or
- c. **Your covered auto**.

If there is no physical contact with the hit-and-run vehicle the facts of the **accident** must be proved. **We** will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

4. To which a bodily injury liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
 - a. Denies coverage, or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

- a. Owned by or furnished or available for the regular use of **you** or any **family member**, unless it is a **your covered auto** to which Part A of the policy applies and liability coverage is excluded for any person other than **you** or any **family member** for damages sustained in the **accident** by **you** or any **family member**.
- b. Operated on rails or crawler treads.
- c. Designed mainly for use off public roads while not on public roads.
- d. While located as a residence or premises.

EXCLUSIONS

- A. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:
1. If that **insured** or the legal representative settles the **bodily injury** claim without **our** consent. However, this Exclusion (A.1.) does not apply:
 - a. If such settlement does not prejudice **our** right to recover payment; or

- b. To a settlement made with insurer of a vehicle described in Section 2. of the definition of **uninsured motor vehicle**.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance This includes, but is not limited to: taxicabs, limousines, or vehicles while it is being operated by an insured who is logged into a transportation network platform as a driver whether or not any passenger is in the vehicle.

At no time shall be this policy be construed to provide coverage for prearranged transportation services for compensation such as, Uber and Lyft and ride sharing services. This does not apply to share-the-expense car pool.

- 3. While using **your covered auto** or any vehicle:
 - a. While employed in the pickup or delivery of newspapers or magazines, food or any products or services for compensation or a fee or other for-profit purpose.
- 4. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (A.4.) does not apply to a **family member** using **your covered auto** which is owned by **you**.
- 5. With respect to damages for pain, suffering, mental anguish or inconvenience unless the **bodily injury** consists in whole or in part of:
 - a. Significant and permanent loss of an important bodily function;
 - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant and permanent scarring or disfigurement; or
 - d. Death.

- B. This coverage shall not apply directly or indirectly to benefit an insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. **We** do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one **accident** is the sum of the limits of liability shown in the Declarations for each person. Subject to this limit for each person, **our** maximum limit of liability for all damages arising out of **bodily injury** resulting from any one **accident** is the sum of the limits of liability shown in the Declarations for each **accident**. This is the most **we** will pay regardless of the number of:
 - 1. **Insureds**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the **accident**.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and;
 - 1. Part A – Liability Coverage of this policy;
 - 2. No-Fault coverage; or
 - 3. Automobile medical payments coverage.
- C. **We** will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. **We** will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law;
 - 1. Workers' Compensation law;
 - 2. Disability benefits law.

- E. With respect to coverage for an **Uninsured motor vehicle** we will reduce the **insured's** total damages by any amount available to that insured, under any bodily injury liability bonds or policies applicable to the owner and operator of the **Uninsured motor vehicle** that such **insured** did not recover as a result of a settlement between that **insured** and the insurer of an **Uninsured motor vehicle**.

However, any reduction of the **insured's** total damages will not reduce the limit of liability for this coverage. This paragraph does not apply if the Company advances payment to the insured in an amount equal to the tentative settlement with the insurer of the uninsured motor vehicle.

- F. A vehicle and attached trailer are considered one vehicle. Therefore, the limits of liability will not be increased for an accident involving a vehicle which has an attached trailer.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this part, **we** will pay **our** share of the loss. Our share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible insurance similar to the insurance provided by this part.

ARBITRATION

- A. If **we** and an **insured** do not agree:
1. Whether that **insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **insured** from the owner or operator of an **uninsured motor vehicle**, then the matter may be:
 - a. Mediated, in accordance with the Mediation provision contained in Part F – General Provisions of the policy, if the damages resulting from **bodily injury** are for \$10,000 or less.
 - b. If either party requests mediation, the mediation must be completed before arbitration can occur.

- c. Arbitrated. However, disputes concerning coverage under this Part C – Uninsured Motorist Coverage may not be arbitrated.

- d. Both parties must agree to arbitration. If both agree, each party will then select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- e. Each party will;
 - a. Pay the expenses it incurs; and
 - b. Bear the expenses of the third party arbitrator equally.

- f. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** resides. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - a. Whether the **insured** is legally entitled to recover damages; and
 - b. The amount of damages.

FLORIDA ARBITRATION CODE

If **we** and an **insured** agree to arbitration, the terms of this policy and the Arbitration clause shall apply and control, and the Florida Arbitration Code will not apply.

ADDITIONAL DUTIES

A person seeking Uninsured Motorist Coverage under Section 2. of the **uninsured motor vehicle** must also promptly:

- A. Send **us** copies of the legal papers if a suit is brought; and
- B. Notify **us** in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle**. And allow **us** 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **uninsured motor vehicle**.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. If you pay the applicable premium, **We** will pay, subject to the Limits of Liability, for direct and accidental loss to **your covered auto or non-owned auto** including its equipment, minus any applicable deductible shown in the Declarations.

If loss to more than one **your covered auto or non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. **We** will pay for loss to **your covered auto or non-owned auto** caused by:

1. **Other Than Collision** only if the Declarations indicate that Other Than Collision coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision coverage is provided for that auto.

B. Payment for damage to **your covered auto** or will be made according to **your** interest or any loss payee or lienholder shown on the Declaration or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion.

We have no duty to make any payment to a loss payee or lienholder unless the loss is payable to **you** and all Policy terms and conditions have been met. The interest of the loss payee or lienholder will not be protected if:

1. Fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of an auto has been committed by or at the direction of **you**, any relative, household member, or any **family member**; or
2. The loss is not otherwise payable under the terms of this Policy.

If **we** become obligated to reimburse a loss payee under this coverage after **your** failure to meet the policy requirements, or after **your** failure to make premium payments, **we** reserve the right to recover from **you** any money paid to the loss payee.

1. **We** reserve the right to cancel this policy at any time as provided by the policy terms and conditions, and this cancellation shall terminate this agreement as to the loss payee's interest.

2. **We** will be entitled to the loss payee's or lienholder's rights of recovery to the extent of the company's payment to the loss payee or lienholder. The amount of the payment shall not exceed the outstanding loan balance.

C. When **Other Than Collision** coverage is purchased, the deductible does not apply for windshield claims.

D. **Collision** means the upset of **your covered auto or non-owned auto** or its impact with another vehicle or object.

E. A loss caused by the following is considered **Other Than Collision**;

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a **collision**, **you** may elect to have it considered a loss caused by **collision**.

F. **Camper body** means a body equipped as sleeping or living quarters which is designed to be mounted on a pickup.

G. Coverage for a **newly acquired auto** applies on the date **you** become the owner if **you** ask **us** to insure it within:

1. Fourteen days after **you** become the owner if the Declarations Page indicates that **Collision** or **Other Than Collision** coverage applies to at least one auto. When this occurs, the **newly acquired auto** will have the broadest coverage currently provided for any auto shown in the Declarations Page.
2. Four days after **you** become the owner if the Declarations Page does not indicate that Collision or Other Than Collision coverage applies to at least one auto. If **you** comply with the four-day requirement and a loss occurred before **you** asked **us** to insure the **newly acquired auto**, a deductible of \$500 will apply.

ADDITIONAL CUSTOMIZING EQUIPMENT

A. **Additional customizing equipment** means itemized equipment, devices, accessories, enhancements, and changes to **your covered auto**, other than those which are installed by the original manufacturer, which:

1. Are permanently installed in or attached to **your covered auto**; and
2. Alter the appearance or performance of a **your covered auto**.

A device will be deemed permanently installed in **your covered auto** if it is attached by bolts or brackets, including slide-out brackets. This also includes, but is not limited to custom electronics, paint; wraps; decals; graphics; customs seats, wheels and tires; winches; roll bars; lights, running boards.

This does not include handicap equipment.

This does not include a mounted **camper body** as defined above in F.

B. Subject to the Limits of Liability, if you pay the premium for **additional customizing equipment** coverage for a **your covered auto**, we will pay up to \$3000.00, for theft of, or damage to, **additional customizing equipment** resulting from loss to **your covered auto** covered under this Part D. All payments for loss to **additional customizing equipment** shall be reduced by any applicable deductible noted in the Declarations.

C. The limit of liability for loss to **additional customizing equipment** is the lowest of:

1. The actual cash value of such **additional customizing equipment**, reduced by the applicable deductible, and reduced by its salvage value if you or the owner retain the salvage;
2. The amount necessary to repair such **additional customizing equipment**, reduced by the applicable deductible; or
3. The amount necessary to replace such **additional customizing equipment**, reduced by the applicable deductible, and reduced by its salvage value if you or the owner retains the salvage.

INSPECTION

We may require the inspection of **your covered auto** under this Part D that has been in an accident or otherwise damaged when reasonably possible prior to continuing coverage under this Part D.

TRANSPORTATION EXPENSES

Upon the theft of **your covered auto** we will pay up to \$10 per day, up to \$300 total, for transportation expenses **you** incur. **We** will pay only such expenses incurred starting 48 hours after the theft and ending when **your** covered auto is recovered and returned to use, or **we** pay for its loss. This does not apply to **non-owned auto**.

EXCLUSIONS

We will not pay for:

- A. Loss to **your covered auto** or **non-owned auto** which occurs while it is being used as a public or livery conveyance. This includes, but is not limited to: taxicabs, limousines, or vehicles while it is being operated by any person who is logged into a transportation network platform as a driver whether or not any passenger is in the vehicle. At no time shall this policy be construed to provide coverage for prearranged transportation services for compensation such as, Uber, Lyft and ride sharing services. This does not apply to share-the-expense car pool.
- B. Loss to **your covered auto** or **non-owned auto**;
 1. While being used for **Business Use** or **Artisan Use** without paying a Business Use Charge;

2. While employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation or a fee or other for-profit purpose.
 - a. This exclusion does not apply to the business of farming or ranching or to the maintenance or use of a:
 - i. A private passenger auto;
 - ii. A pick-up, van; or
 - iii. trailer used with i or ii above.

C. Damage due and confined to:

1. Wear and tear;
2. Freezing;
3. Mechanical or electrical breakdown or failure; or
4. Road damages to tires.

This exclusion (C.) does not apply if the damage results from the total theft of **your covered auto or non-owned auto**.

D. Loss due to or as a consequence of:

1. Discharge of any nuclear weapon (even if accidental);
2. War (declared or undeclared);
3. Civil War;
4. Insurrection; or
5. Rebellion or revolution.

E. Loss from or as a consequence:

1. Nuclear reaction;
2. Radiation; or
3. Radioactive contamination; whether controlled or uncontrolled, or however caused.

F. Loss to any electronic equipment, devices, or accessories, not installed by the original manufacturer designed for the reproduction of sound or video and any accessories used with such equipment. This includes but is not limited to:

1. Radios and stereos;
2. Tape decks;
3. Citizens band radio;
4. Telephones;
5. Two-way mobile radios;
6. Scanning monitor receivers;

7. Television monitor receivers;
8. Video cassette recorders;
9. Auto cassette recorders;
10. Personal computers, iPads, laptops, digital equipment, mp3 players, GPS, video screens, or similar electronic devices; or;
11. Compact disc and MP3 players.

This exclusion (F.) does not apply to any electric equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems or if any electronic equipment listed above is itemized as **additional customizing equipment** and the additional premium for these components has been paid.

G. Loss to tapes, records, discs or other media used with equipment described in exclusion F.

H. A total loss to **your covered auto** due to destruction or confiscation by governmental or civil authorities. This exclusion (H.) does not apply to the interests of Loss Payees in **your covered auto**.

I. Loss to **your covered auto** due to diminution in value, or any actual or perceived loss in market or resale value that results from a loss.

J. Loss to:

1. A **trailer** owned by you which is not shown in the Declarations; or a motor home or **camper body**.
2. Facilities or equipment used with such **trailer, camper body** or motor home. Facilities or equipment include but not limited to:
 - a. Cooking, dining, plumbing or refrigeration facilities;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment used with a **trailer, camper body**, or motor home.

This exclusion (J.) does not apply to a:

1. **Trailer**, and its facilities or equipment, which **you** do not own; or

2. **Trailer**, or the facilities or equipment in or attached to the **trailer** which **you**:
 - a. Acquire during the policy period; and
 - b. Ask **us** to insure within 14 days after **you** become the owner.
- K. Loss to equipment designed or used for the detection or location of radar or laser.
- L. Loss to any custom equipment which are not factory installed as original equipment by the manufacturer, including but not limited to:
1. Custom car kits;
 2. Customized grills, louvers, side pipes, scoops or spoilers;
 3. Aftermarket wheels or tires or tires wider or taller than those installed as original factory equipment;
 4. Alarms;
 5. Window Tinting;
 6. Customized paint;
 7. Customized roofs, racks, or tops;
 8. Window film tinting; or
 9. Ground effect kits, decals, wraps; or
 10. Roll bars; lights, or winches.

This exclusion (L.) does not apply if any custom equipment above is itemized as **additional customizing equipment** and the additional premium for these parts has been paid, or to a cap, cover or bed liner in or upon any of **your covered autos** which are private passenger pickup trucks.

- M. Loss to **your covered auto** or **non-owned auto** that is:
- a. Competing or participating in any driving activity conducted on a permanent or temporary racetrack or racecourse; or
 - b. Practicing or preparing for; any prearranged or organized racing, stunting, demolition, or speed contest.
- N. Loss to **your covered auto** or **non-owned auto** while it is being used in any illegal activity, fraudulent conduct, or during the commission of a felony (other than a traffic violation) which

you or a **family member** are a willing participant.

- O. Loss to **your covered auto** which is caused intentionally by **you** or at **your** direction.
- P. Loss to **your covered auto** or **non-owned auto** which is caused by **you** or at **your** direction while attempting to evade law enforcement personnel.
- Q. Loss to **your covered auto** which is caused by the theft or conversion of **your covered auto** by a person to whom **you** have voluntarily entrusted **your covered auto**.
- This exclusion (Q.) does not apply when **your covered auto** is stolen from the person “you” loaned **your covered auto** to, if the theft is reported to the police within twenty-four (24) hours of the loss.
- R. Loss to **your covered auto** or **non-owned auto** or while being operated by a person(s) specifically excluded by endorsement.
- S. Loss to personal effects.
- T. Loss to **your covered auto** or **non-owned auto** listed on this policy while it is entrusted to a person other than **you**, or a **family member** for the purpose of subleasing, leasing, renting or selling, and is no longer in **your** possession.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property; or
 2. Amount necessary to repair the physical damage to the property;
 3. Amount necessary to replace the property with other property of like kind and quality.

However, the most **we** will pay for loss to:

1. Any **trailer** not owned by **you** is \$1,500.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.
- D. **We** will pay-for towing incident to any **collision** loss and/or **Other Than Collision** loss.
- E. **We** will pay for reasonable storage charges.
- F. **We** will not pay for any Windshield claim / damage unless **we** are given a reasonable opportunity to inspect the vehicle prior to any repairs or replacement occurring. This limitation does not apply to emergency repairs under such circumstances photographic evidence can substitute for the inspection.
- G. **Our** payment will not include the amount of any applicable deductible, as shown on the declarations page.
- H. **Our** payment will not include the amount of any salvage value if **you**, or the owner of the auto keep any salvage.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to:

- A. **You**; or
- B. The address shown in this policy.

If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value. If **we** pay for loss in money, **our** payment will include the applicable sales tax for the damaged or stolen property.

When **we** repair an auto, the amount **we** will pay will:

1. Be based on the use of new or used OEM parts, recycled parts, refurbished parts or after-market parts, as reasonably determined by us; and

2. Specify which parts are new or used OEM parts, recycled parts, refurbished parts or after-market parts.

We, you or the owner may keep all or part of the salvaged property that has sustained a loss. If **we** allow **you** or the owner to keep salvage, **we** will reduce the amount to be paid by **us** by the agreed or appraised value of the salvage.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, **we** will pay only **our** share of the loss. Our share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for an auto being used as a temporary substitute shall be excess over any other collectible source of recovery including, but not limited to:

- A. Any coverage provided by the owner;
- B. Any other applicable physical damage insurance; or
- C. Any other source of recovery applicable to the loss.

APPRAISAL

A. If **we** and **you** do not agree on the amount of loss, either may request an appraisal of the loss. The appraisal must be agreed to by both parties. Upon notice of request for appraisal, the opposing party may, prior to appraisal, request mediation of the dispute in accordance with the Mediation provision contained in Part F of the policy. The mediation must be completed before a demand for appraisal can be made.

B. In this event of a demand for appraisal, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the expenses of the appraisal and umpire equally.

- C. **We** do not waive any of **our** rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage -nor make any payment under this policy if there has not been full compliance with the following duties and the non-compliance has been prejudicial to **us**.

- A. **We** must be notified promptly of an **accident** or loss, of how, when and where the **accident** or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

- B. Any person, claimant, or organization seeking any coverage or making a claim under this policy must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or loss. This includes, but is not limited to a completed Personal Injury Protection Application, Affidavit of Residency, or any other documents deemed necessary for the handling of the claim.

3. Submit, as often as **we** reasonably require:

- a. To physical or mental exams by physicians **we** select. **We** will pay for these exams.
- b. To examinations under oath at a location of **our** choice. **We** may examine any **insured** and/or claimant separately and apart from the presence of any other **insured** and/or claimant. Counsel for **insureds** and/or claimants may be present.
- c. To provide a recorded statement.

4. Authorize **us** to obtain:

- a. Medical reports; and
- b. Other pertinent records.

5. Submit a written proof of loss, under oath if requested, when required by **us**.

6. Submit a properly completed statement concerning **your** eligibility and entitlement to PIP, Medicare, Medicaid and or SCHIP.

7. Comply with any other of **our** reasonable request(s) concerning coverage(s), facts and nature of the loss and the events subsequent to, and disputes concerning the claim.

8. Give information if and when required by state or federal law.

- C. A person seeking Uninsured Motorist Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send **us** copies of the legal papers if a suit is brought.

- D. A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect **your covered auto** and the equipment from further loss. **We** will pay reasonable expense incurred to do this. Taking reasonable steps to protect **your covered auto** does not waive **our** right to inspect **your covered auto** prior to any repairs or replacement occurring.
2. Promptly notify the police if **your covered auto** is stolen.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal when reasonably possible.

PART F – GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this policy.

APPLICATION AND CHANGES

- A. This policy, the application for insurance, the most current declaration page issued by **us**, and any endorsements to the policy issued by **us**, contains all the agreements between **you** and **us**. Subject to the following, the terms may not be changed or waived except by endorsement issued by **us** at our discretion. In the event of any conflict between the application and the policy, the policy controls.
- B. The policy and premium charged was issued in reliance upon the information provided in **your** application. This includes disclosing any and all household residents defined as any persons 15 years of age or older who reside full or part time at the applicant's household; or at any address listed on the application.

This also includes any and all children aged 15 through 26 who live away from the address(es) regardless of whether they are currently licensed to drive by any governmental entity, and all person(s) in the Armed Services stationed within the State of Florida.

This includes landlords that reside at that address; roommates; significant others; tenants, and people that share the same address, including but not limited to formal or informal living arrangements, subleases, rooms to rent, converted garages, or accessory dwellings located at the listed address or within the real property boundaries not otherwise designated as a separate unit or residence by the United States Postal Service.

You agree to cooperate with **us** in determining if this information is correct and complete, and **you** will promptly notify **us** if it changes at any time during the policy period. If this information is incorrect, incomplete, or changes at anytime during the policy period, **we** may

adjust **your** policy information and premium during policy period or take other action. Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, changes in:

1. **You**, a **family member** and/or all household residents obtaining a driver's license or operator's permit;
2. **You** or a **family member** or household residents that have their driver's license suspended or revoked;
3. The number, type or use classification of insured vehicles;
4. The persons who regularly operate **your covered auto**;
5. **Your family members** or household residents and household members.
6. An **Operator / Driver's** marital status;
7. **Your** mailing address and **your** residence address;
8. The place of principal garaging of **your covered auto**;
9. Coverage, deductibles or limits of liability;
10. Rating territory or discount eligibility;

DUTY TO REPORT CHANGES

You must report to **us** all changes to the policy information **you** have provided to **us**. Further, **you** must report to **us** promptly after a change to:

1. **Your** mailing address or residence address;
2. The principal garaging address of **your covered auto**;
3. There is any change in in residents of the household.
4. **Family members**;
5. Any change to the operators or drivers of **your covered auto**;
6. Any change to the marital status of a resident operator.
7. **Your** valid email address as applicable.
8. **Your** valid cellular telephone number as applicable.

Your failure to comply with any of these duties except items those listed in 7 &. and 8. above, if material to the risk of loss, may result in the denial of coverage.

- C. If **we** elect to make a change which broadens coverage under this edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date **we** implement the change in **your** state. This paragraph (C.) 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:
1. A subsequent edition of **your** policy; or
 2. An amendatory Endorsement.

PAYMENT OF PREMIUM

- A. If **your** initial premium payment is by check, draft or any payment other than cash; coverage under this policy is conditioned upon the check, draft or payment being honored upon deposit to the bank or other financial institution. If the check, draft or payment is not honored upon deposit; this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or payment had been honored upon deposit.

This provision does not apply if the non-payment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail, or other allowable proof of delivery system. If the contract is void, any premium received shall be refunded in full.

- B. If the named insured was charged an incorrect premium in the initial application for this policy (and not as related to any subsequent renewal):
1. We will give notice to the named insured that more premium is due; and

2. When the named insured gets that notice, the named insured has the following options:
 - (a) Within 10 days from receipt of the notice from **us** that more premium is due:
 - (i) Pay that extra amount of premium due and maintain the policy in full force under its original terms; or
 - (ii) Cancel this policy and request a refund of any unearned premiums; or
 - (iii) Fail to timely respond after receipt of the notice from us that more premium is due or do nothing, in which case we will then cancel the policy effective no less than 14 days after the date of the notice from us to pay the extra amount of premium due.

This provision does not apply to policies rescinded for material misrepresentation pursuant to Fla. Stat. 627.409.

ELECTRONIC DELIVERY

We may allow a policyholder to affirmatively elect delivery of the policy documents, including, but not limited to, policies, endorsements, invoices, notices, or documents, by electronic means in lieu of delivery by United States Postal Service mail. **We** will continue to deliver all applicable documents by electronic means until the **insured** contacts **us** in writing to elect for mail delivery. The **insured** must notify **us** of any change in email address or other electronic means. Delivery will be complete upon electronic submission by **us** and delivery dates may vary from mail delivery, but will comply with applicable statutory language.

FRAUD

We do not provide coverage for any **insured**, claimant, organization, or representative of any **insured**, claimant or organization that has made fraudulent statements or engaged in fraudulent conduct in connection with any **claim**, **accident**, or loss for which coverage is sought under policy;

regardless of whether a portion of the claim is legitimate, including, but not limited to third parties such as medical providers and body shops if caused in whole or in part by action of the insured.

We may void this policy or deny coverage for an accident or loss if **you** or an **insured** have concealed, omitted, or provided an incorrect statement, or misrepresented any material fact or circumstance at anytime during claims process, or engaged in fraudulent conduct in connection with the presentation or settlement of a claim.

MISREPRESENTATION

Any statement or description made by or on behalf of an insured in the application are deemed representations. Any material misrepresentation, omission, concealment of fact, or incorrect statement contained in the application, may prevent recovery under the contract. **We** may rescind the policy or deny coverage pursuant to Section 627.409, Florida Statutes.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under Part A – Liability Coverage, no legal action may be brought against **us** until:
1. **We** agree in writing that the **insured** had an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring **us** into any action to determine the liability of an **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another **we** shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable **us** to exercise **our** rights; and
 2. Nothing after loss to prejudice them.

However, **our** rights in this paragraph (A.) do not apply under Part D – Coverage for Damage to Your Auto, against any person

using **your covered auto** with a reasonable belief that that person is entitled to do so.

The following is added to the Our Right to Recover Payment Provision:

Our rights do not apply under Paragraph A. with respect to coverage under Section 2. of the Definition of **uninsured motor vehicle** if **we**:

1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **uninsured motor vehicle**; and
2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipts of notification:

If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorists Coverage; and
 2. **We** also have a right to recover the advance payment.
- B. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for **us** the proceeds of the recovery; and
 2. Reimburse **us** to the extent of “our” payment.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to **accidents** and losses which occur:
1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;

2. Puerto Rico; or
3. Canada.

This is subject to limitations under Part G with respect to persons insured for Personal Injury Protections.

This policy also applies to loss to, or **accidents** involving, **your covered auto** while being transported between their ports.

TERMINATION

A. Cancellation:

This policy may be cancelled during the policy period as follows:

1. The **Named Insured** shown in the Declarations may cancel by:
 - a. Returning this policy to **us**; or
 - b. Giving **us** advance written or electronic notice of the date cancellation is to take effect.
2. **You** may not cancel this policy, if this new policy provides Personal Injury Protection, Property Damage Liability Coverage, or both during the first 60 days immediately following the date of issuance or renewal unless:
 - a. **Your covered auto** has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - b. The Named Insured transfers ownership of **your covered auto**; or
 - c. The Named Insured obtains other insurance on **your covered auto**; or
 - d. The Named Insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation; or
3. **You** may cancel for any reason after this policy is in effect for 60 days.
4. During the first 59 days of the first policy period, **we** may cancel the policy for any lawful reason.
5. **We** will not cancel this Policy due to nonpayment of premium when this policy has been in effect for less than 60 days of

the initial policy period; unless the reason for the cancellation is the issuance of a check for the premium that is dishonored for any reason; or any other type of premium payment (including but not limited to EFT) that was subsequently determined to be rejected or invalid.

6. After this policy is in effect for 60 days, **we** will cancel only:
 - a. For nonpayment of premium; or
 - b. If **your** driver's license or motor vehicle registration or that of:
 - i. Any resident of your household or driver who customarily uses **your covered auto**;
 - ii. Has been suspended or revoked during:
 - a.) The policy period; or
 - b.) The 180 days immediately preceding the original effective date of the policy or, if the policy is a renewal, during its policy period; or
 - c. If the policy was obtained through material misrepresentation or fraud.
7. Nothing in this Cancellation clause supersedes any rights **we** have under Florida Law to rescind the policy or declare the Policy void ab initio.
8. Except as provided in paragraph B, in the section titled PAYMENT OF PREMIUM, **we** may cancel by mailing or delivery by regular mail, registered or certified mail, United States Post Office proof of mailing, or other allowable method, to the Named Insured shown in the Declarations at the address shown in the policy:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days' notice in all other cases.
9. Pursuant to Fla. Stat. 626.9541(1)(g) 4.a. **we** will not refuse to issue, reissue, or renew a policy; cancel or otherwise terminate a policy; or charge an unfairly

discriminatory rate in this state; based on the lawful use, possession, or ownership of a firearm or ammunition by the insurance applicant, insured, or a household member of the applicant or insured.

B. RESCISSION

If at any time **we** determine that **you** or anyone on **your** behalf made a material misrepresentation, omission, concealment of fact or incorrect statement on the application for insurance, **we** may rescind the policy of insurance and deny coverage pursuant to Fla. Stat. 627.409.

C. NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail or deliver advance notice to the Named Insured shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed or delivered by regular mail, registered or certified mail or United States Post Office proof of mailing, or other allowable proof of notification system. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, **we** will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, **we** will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, **we** will have the right not to renew or continue this policy at each anniversary of its original effective date.

We will not refuse to renew or continue this policy solely because:

1. You were convicted of one or more traffic violations which did not involve an **accident** or cause revocation or suspension of **your** driving privilege unless **you** have been convicted of, or plead guilty to:

- a. Two such traffic violations within an 18-month period;
- b. Three or more such traffic violations within a 36-month period; or
- c. Exceeding the lawful speed limit by more than 15 miles an hour; or

2. You have had an **accident**. However, **we** may refuse to renew or continue this policy if, at the time of nonrenewal, **you** have had two or more at-fault **accidents**, or three or more **accidents** regardless of fault, within the current 3-year period.
3. Pursuant to Fla. Stat. 626.9541(1)(g) 4.a. **we** will not refuse to issue, reissue, or renew a policy; cancel or otherwise terminate a policy; or charge an unfairly discriminatory rate in this state based on the lawful use, possession, or ownership of a firearm or ammunition by the insurance applicant, insured, or a household member of the applicant or insured.

D. AUTOMATIC TERMINATION

If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that “you” have not accepted **our** offer.

If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

E. Other Termination Provisions

1. **We** may deliver any notice instead of mailing it by any method permitted by law. Proof of mailing or delivery of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, **you** may be entitled to a premium refund as follows:

- a. If this policy is cancelled by **us**, **we** will send **you** the refund within 15 days after the effective date of cancellation.
 - b. If this policy is cancelled by **you**, **we** will send **you** the refund within 30 days after the later of the:
 - i. Effective date of cancellation; or
 - ii. Receipt of notice or request for cancellation.
3. The premium refund, if any, will be determined as follows:
- a. If **we** cancel, **we** will refund the pro rata unearned premium.
 - b. If **you** cancel, and:
 - i. You are a service member as defined in Fla. Stat. Section 250.01 who cancels because he or she is called to active duty or is transferred by the United States Armed Forces to a location where the insurance is not required, **we** will refund the pro rata unearned premium.
 - ii. You are not such a service member **we** will refund the pro rata unearned premium.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

MEDIATION

In any claim filed with **us** is for:

- A. Loss resulting from **bodily injury** in an amount of \$10,000 or less;
- B. **Property Damage**; or
- C. Loss of **your covered auto** or any non-owned auto.

Either party may request mediation of the claim, prior to taking legal action, by filing written request with the Department of Financial Services on a form which may be obtained from the Department. The request must state:

- A. Why mediation is being requested; and

- B. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The Department shall randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- A. Have authority to make a binding decision; and
- B. Mediate in good faith.

Costs of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your duties under this policy may not be assigned without **our** written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
 - 1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 - 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.
- B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTOMOBILE POLICIES

If any other auto insurance policy issued to **you** by **us** applies to the same **accident**, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable limit under any one policy. In no event shall the limit of liability of two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to **you** or any **insured**.

This provision does not apply to Uninsured Motorists Coverage unless the insured elects not to stack coverage by elected non-stacked coverage.

No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

CHOICE OF LAW

This policy and the contracts signed to obtain it shall be governed and construed in accordance with the laws of the State of Florida. This excludes Florida's choice of law principles. All claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Florida. This also excludes Florida's choice-of-law principles.

FORUM SELECTION CLAUSE

Any claim or dispute **you** may have against **us** must be resolved by a court located in Miami-Dade

County, Florida. **You** agree to submit to the personal jurisdiction of the courts located within Miami-Dade County, Florida for the purpose of litigating all such claims or disputes.

STORAGE COSTS

If **you** give **us your** consent, **we** may move the damaged property, at **our** expense, to reduce storage costs during the claims process. If **you** do not give **us your** consent, **we** will pay only the reasonable storage costs which would have resulted if **we** had moved the damaged property. In no event shall storage costs or towing expenses exceed reasonable daily or total maximum liability.

VEHICLE REGISTRATION

All vehicles listed on the policy need to be registered to the named insured or one of the included operators.

CONFORMITY WITH STATE LAW

- A. Any provision of this policy that conflicts with any law of the State of Florida shall be changed to conform to such law, and all remaining provisions shall remain unchanged.
- B. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of Florida.

PART G – PERSONAL INJURY PROTECTION COVERAGE

SCHEDULE

| Benefits | Total Limit of Liability |
|--|---------------------------------|
| Medical Expenses plus Disability Benefits | \$10,000 |
| Medical Expenses for a non-Emergency Medical Condition | \$2,500 |
| Accidental Death, on top of \$10,000 maximum for Medical Expenses and Disability Benefits | \$5,000 |
| Personal Injury Protection Coverage Deductible | |
| As indicated below or in the Declarations, the total amount of medical expenses, and disability benefits are subject to a deductible. The Named Insured . The Named Insured and any dependent family member . The deductible is applied as follows: Amount Payable = Fee schedule amount, less the deductible, multiplied by 0.8. | |
| Exclusion of Work Loss | |
| Work loss does not apply as indicated below or in the Declarations: Work loss will not be provided for the Named Insured . Work loss will not be provided for the Named Insured and any dependent family member . | |
| With respect to coverage provided by this part, the provisions of the policy apply unless modified by this part. This part lists the coverages that we provide, and also includes provisions that may restrict or abridge your rights to coverage. Please read it carefully. | |

Definitions

The Definitions Section is amended for the purposes of the Personal Injury Protection section as follows:

- A. For the purposes of this Part G, a **motor vehicle** shall be deemed to be owned by a person if that person:
 - 1. Holds the legal title to such vehicle.
 - 2. Is a debtor having the right to possession, if such vehicle is the subject of a security interest or agreement.
 - 3. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Has an option to purchase; and
 - b. Is for a period of at least 6 months.

- 4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Does not have an option to purchase;
 - b. Is for a period of at least 6 months; and
 - c. Required the lessee to secure insurance.

B. The following definitions are replaced:

- 1. **Your covered auto** means a **motor vehicle** owned by the **Named Insured** and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
 - i. If a premium is charged; or
 - ii. It is a **trailer**, other than a mobile home or motor home, designed for use with a **motor vehicle**.

2. **Family member** means a relative of any degree by blood or by marriage who usually makes her or his home in the same family unit, whether or not temporarily living elsewhere.

C. The following definitions are added:

1. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:

- In accordance with the generally accepted standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration; and
- Not primarily for the convenience of the patient, physician or other health care providers.

2. **Motor vehicle** means:

- Any self-propelled vehicle with 4 or more wheels which is:
 - Designed; and
 - Required to be licensed for use on Florida highways.
- Any **trailer** designed for use with such vehicle.

However, **motor vehicle** does not include any motor vehicle which is:

- Used in mass transit other than public school transportation;
- Designed to transport more than 5 passengers (excluding the operator); and
- Owned by a:
 - Municipality;
 - Transit authority; or
 - Political subdivision of the state.
- A mobile home or motor home.

3. **Named Insured** means:

- The person(s) named in the Declarations; or
- That person's spouse, if a resident of the same household.

4. **Pedestrian** means a person who is not **occupying** a self-propelled vehicle.

5. **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate attention could reasonably be expected to result in the following:

- Serious jeopardy to patient health.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

6. **Insured** as used in this part means:

- The **Named Insured**;
- Family member** who is not the owner of a motor vehicle with respect to which security is required under Sections 627.730 to 627.7405, Florida Statutes, while:
 - Occupying a motor vehicle**; or
 - A **pedestrian** struck by a **motor vehicle**.
- For accidents within the State of Florida, any other person while:
 - Occupying your covered auto**; or
 - A **pedestrian** if resident of the State of Florida, struck by **your covered auto**; if the injured person is not the owner of a motor vehicle with respect to which security is required under Sections 627.730 to 627.7405, Florida Statutes; or entitled to personal injury benefits from the insurer of the owner of such a motor vehicle.

Personal Injury Protection Coverage

INSURING AGREEMENT

A. **We** will pay, in accordance with the Florida Motor Vehicle No-Fault Law, as amended, personal injury protection benefits to or for an **insured** who sustains **bodily injury**. The **bodily injury** must be caused by an **accident** arising out of the ownership, maintenance or use of a **motor vehicle**.

B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

C. MEDICAL EXPENSES:

1. **We** will limit reimbursement to 80 percent of a properly billed reasonable charge but in no event will pay more than 80 percent of the following schedule of maximum charges which must: be **medically necessary**, medical, surgical, X-ray, dental, and rehabilitative services including prosthetic devices; and medically necessary ambulance, hospital, and professional nursing services. And if the individual receives initial services and care within 14 days after the motor vehicle accident. And if the insured receives initial services and care that are lawfully provided, supervised, ordered or prescribed by:

- a. a physician licensed under Florida Statutes (F.S.) chapter 458 or F.S. chapter 459;
- b. a dentist licensed under F.S. chapter 466;
- c. a chiropractor licensed under F.S. chapter 460;
- d. or that are provided in a hospital or a facility that owns or is wholly owned by a hospital; or
- e. a person or entity licensed under F.S. part III of chapter 401; which provides emergency transportation and treatment.

2. Upon referral by the authorized provider of the initial services and care as set forth in the section above; follow up services and care consistent with the underlying medical diagnosis rendered pursuant to the initial services and care requirements in the section above are included as Medical Expenses; if provided, supervised, ordered, or prescribed only by a physician licensed under Fla. Statutes Chapter 458 or F.S. Chapter 459; a chiropractic physician licensed under Fla. Statutes Chapter 460; a dentist licensed under F.S. Chapter 466; or, to the extent permitted by applicable law and under the supervision of such physician,

osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under Fla. Statutes Chapter 458 or Fla. Statutes Chapter 459; or an advanced registered nurse practitioner licensed under Fla. Statutes Chapter 464.

3. Follow up services and care may also be provided by the following persons or entities:

- a. A hospital or ambulatory surgical center licensed under Fla. Statutes Chapter 395.
- b. An entity wholly owned by one or more:
 - i. Physicians licensed under Fla. Statutes Chapter 458 or Fla. Statutes Chapter 459;
 - ii. Chiropractic physicians licensed under Fla. Statutes chapter 460;
 - iii. Dentists licensed under Fla. Statutes Chapter 466; or
 - iv. By such practitioners and the spouse, parent, child, or sibling of such practitioners.
- c. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
- d. A physical therapist licensed under Fla. Statutes Chapter 486, based upon a referral by a provider described in this subparagraph.
- e. A health care clinic licensed under part X of Fla. Statutes Chapter 400, which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state; or

- I. That has a medical director license under Fla. Statutes Chapter 458, Fla. Statutes Chapter, 459, or Fla. Statutes Chapter 460;
- II. That has been continuously licensed for more than 3 years; or is a publicly traded corporation that issues securities traded on an exchange registered with the United State Securities and Exchange Commission as a national securities exchange; and
- III. Provides at least four of the following medical specialties:
 - a. General medicine.
 - b. Radiography.
 - c. Orthopedic medicine.
 - d. Physical medicine.
 - e. Physical therapy.
 - f. Physical rehabilitation.
 - g. Prescribing or dispensing outpatient prescription medication.
 - h. Laboratory services.

- d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:

(I) The participating physician's fee schedule of Medicare Part B, except as provided in sub-sub-paragraphs (II) and (III).

(II) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.

(III) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

- g. The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered. And for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies until March 1 of the following year, notwithstanding any subsequent change made to the fee schedule or payment limitation. Except that it may not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical

The initial services and care must be rendered to the insured within 14 days of the motor vehicle "accident".

- 4. Pursuant to Section 626.736(5)(a)1, Florida Statutes, the insurer may limit reimbursement to 80 percent of the following schedule of maximum charges:
 - a. For emergency transport and treatment by providers licensed under Florida Statutes Chapter 401, 200 percent of Medicare.
 - b. For emergency services and care provided by a hospital licensed under chapter 395, 75 percent of the hospital's usual and customary charges.
 - c. For emergency services and care as defined by Section 395.002, Florida Statutes, provided in a facility licensed under Florida Statutes Chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.

services, supplies, and care subject to Medicare Part B.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-subparagraph, **we** will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation. Determined under Section 440.13 and adopted rules which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

Medical expenses shall only be reimbursed for such services and care that are lawfully provided, reasonably billed, supervised, ordered, or prescribed by a health care provider or facility authorized under Florida's Motor Vehicle No-Fault Law.

We will also use and apply the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies or care.

DISABILITY

With respect to the period of disability of an **insured**, 60% of any loss of gross income and loss of earning capacity per individual that **insured's** inability to work proximately caused due to **bodily injury**.

However, disability does not include any loss after an **insured's** death. Disability benefits also includes those expenses reasonably incurred from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his or her household.

ACCIDENTAL DEATH

A death benefit.

EXCLUSIONS

A. **We** do not provide Personal Injury Protection Coverage for any **insured**:

1. Medical benefits if that **insured** did not receive medical services and care within 14 days of the motor vehicle **accident**.
2. While operating **your covered auto** without the **Named Insured's** express or implied consent.
3. If that **insured's** conduct contributed to his **bodily injury** under any of the following circumstances:
 - a. Intentionally causing **bodily injury** to himself; or
 - b. While committing a felony.
4. Other than the **Named Insured**, if that **insured** owns a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law, as amended.
5. Other than the **Named Insured** or any **family member** who's entitled to personal injury protection benefits from a person who owns a **motor vehicle** which is not a **your covered auto** under this policy, or from that vehicle owner's policy.
6. Who sustains **bodily injury** while **occupying a motor vehicle** located for use as a residence or premises.

- B. **We** do not provide Personal Injury Protection Coverage for:
1. The **Named Insured** or any **family member** while **occupying a motor vehicle** which is:
 - a. Owned by the **Named Insured**; and
 - b. Not **your covered auto** under this policy.
 2. Any **pedestrian**, other than the **Named Insured** or a **family member** of the **Named Insured** who is not a legal resident of Florida.
 3. Any person operating **your covered auto** without **your** express or implied consent.

- C. **We** do not provide Personal Injury Protection Coverage for massage as defined in Section

480.033(3), Florida Statutes, or acupuncture as defined in Section 457.102, Florida Statutes, regardless if the person, entity, or licensee providing massage or acupuncture.

A licensed massage therapist or licensed acupuncturist will not be reimbursed for services or care under this policy.

- D. Claims generated as a result of an insured's involvement in activities that are unlawful pursuant to Section 817.234 Florida Statutes (false and fraudulent insurance claims), Section 817.236 Florida Statutes if known by the insured and material to the claim (false or fraudulent motor vehicle insurance applications), Section 817.505 Florida Statutes (patient brokering) are not reimbursable under this policy.
- E. This coverage does not seek to insure any loss in which **our** insured was either operating or riding on a motorcycle, moped, three wheeled motorcycle, dirt bike, or any other two or three wheeled motor vehicle.

LIMIT OF LIABILITY

- A. The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most **we** will pay to or for each **insured** injured in any one **accident**, regardless of the number of:
 1. **Insureds**;
 2. Policies or bonds applicable;
 3. Vehicles involved; or
 4. Claims made.

The maximum limit of liability for the total of all personal injury protection benefits shown in the Schedule or Declarations is the total aggregate limit for personal injury protection benefits available to; or for each **insured** injured in any one **accident**, from all sources combined, including this policy.

The maximum limit of liability and reimbursement for medical services and care is \$10,000 if a physician or physician assistant licensed under chapter 458 or chapter 459; a dentist licensed under chapter 466; or an advanced registered nurse practitioner licensed

under chapter 464; has determined that the injured person had an emergency medical condition and has sought initial treatment within 14 days of the **accident** or loss.

The maximum limit of liability and reimbursement for medical services and care is limited to \$2,500 when a licensed physician, dentist, chiropractor, physician assistant, ARNP, EMT or Physical Therapist determines that an Emergency Medical Condition does not exist. There will be no medical coverage provided by this part if a person has sought initial treatment more than 14 days after the **accident** or loss.

Disability and death benefit are not subject to the 14-day treatment provision outlined in this section.

If a person seeks initial treatment or care beyond fourteen days of the **accident** or loss, there will be no medical benefits provided under this policy, no matter when the loss was reported to **us**.

Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.

- B. Any coverage provided under any Uninsured Motorists Coverage of this policy shall be excess over any personal injury protection benefits paid or payable.
- C. The amount of any deductible shown in the Schedule or Declarations shall be deducted from the total amount of all sums otherwise payable by **us** pursuant to this policy; for all loss and expenses incurred by, or on behalf of, each person to whom the deductible applies and who sustains bodily injury as a result of any one **accident**.

The total amount of all sums otherwise payable means the benefits payable for medically necessary and related medical expenses, work loss and replacement services, after the

application of the fee schedule limitation set forth in this Section.

Accidental death is not subject to a deductible.

- D. Any medical expenses payable under this coverage expense shall be limited by the schedule of maximum charges for services, supplies and care as prescribed by the Florida Motor Vehicle No-Fault Law, Section 627.736(5)(a)(2), Fla. Stat.
- E. Any amounts payable under this coverage shall be subject to Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers.
- F. If **we** pay only a portion of a claim or reject a claim due to an alleged error in the claim, **we**, shall provide an itemized specification or explanation of benefits due to the specified error, at the time of the partial payment or rejection.

Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment has 15 days to submit a revised claim, which shall be considered a timely submission of written notice of a claim.
- G. Any death benefit payable under this coverage shall be \$5,000.

OTHER INSURANCE

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an **insured** receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from **us** its equitable pro rata share of the benefits paid and expenses of processing the claim.
- B. If an **insured** sustains **bodily injury** while:
 - 1. **Occupying**; or

- 2. Struck by a **motor vehicle** rented or leased under a rental or lease agreement; the personal injury protection benefits afforded under the lessor's policy shall be primary.

This Provision (B.) does not apply if the face of the rental or lease agreement contains, in at least 10-point type, the following language:

"The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by FLA.STAT.SECTION 324.021(7) and FLA.STAT.SECTION 627.736."

Part E – Duties after an Accident or loss

Part E is replaced by the following:

Any person, claimant, insured and omnibus insured seeking Personal Injury Protection Coverage, making a claim must:

- A. In the event of an **accident**, provide written notice of loss to **us** or **your** agent that sold **you** the policy, promptly after said **accident**.
- B. Promptly forward to **us** a copy of the:
 - 1. Summons and complaint; or
 - 2. Other process;

Served in connection with any legal action that person takes against a third-party to recover damages for **bodily injury**.

- C. Promptly give **us** written proof of claim, under oath if required. Such proof shall include, but is not limited to:
 - 1. Full details of the nature and extent of the injuries and treatment received and contemplated; and
 - 2. Any other information which may assist **us** in determining the amount due and payable.
- D. You shall submit as often as **we** reasonably require to mental and/or physical exams and within a reasonable time of **our** request. **We** will:

1. Pay for these exams; and
2. Forward a copy of the medical report to that person if requested.
3. If that person unreasonably refuses to submit to a mental and/or physical exam or fails to appear, **we** will not be liable for subsequent personal injury protection benefits. An insured's or omnibus insured's refusal to submit to or failure to appear to two examinations raises a rebuttable presumption that the insured's or omnibus insured's refusal or failure was unreasonable.

E. As a condition precedent to receiving personal injury protection benefits, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as **we** require. Such person must answer questions under oath, asked by anyone **we** name, and sign copies of the answers. The examination under oath will occur at a time and place of **our** choosing. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

If that person refuses to submit to an examination under oath, **we** will not be liable for any personal injury protection benefits. **We** may examine any **insured** and/or claimant separately and apart from the presence of any other **insured** and/or claimant. Counsel for **insureds** and/or claimants may be present.

F. Services under this section will only be compensable if the insured was treated within 14 days of the loss. The 14-day treatment requirement only applies to medical benefits available under this coverage part.

Part F – General Provisions

Part F is amended as follows:

A-D below are replacing language in Part F, General Provisions, items E-F are being added to this section.

A. FRAUD

Benefits are not due or payable to or on the behalf of an insured person if that person has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under his or her policy and if the fraud is admitted to in a sworn or recorded statement by the insured or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under the personal injury protection coverage of the insured person who committed the fraud; irrespective of whether a portion of the insured person's claim may be legitimate; and any benefits paid before the discovery of the fraud is recoverable by the insurer in its entirety from the person who committed insurance fraud. The prevailing party is entitled to its costs and attorney fees in any action in which it prevails in an insurer's action to enforce its right of recovery under this paragraph.

B. LEGAL ACTION AGAINST US

No person or organization has any right under this policy to bring us into any action to determine the liability of an insured. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, no legal action may be brought against **us**:

1. Until the claim for benefits is overdue in accordance with the provisions of the Florida No-Fault Law, as amended; and
2. Until a demand letter is provided to **us** in accordance with the requirements of the Florida Motor Vehicle No-Fault Law, as amended; and
3. With respect to the overdue claim specified in the demand letter, if "we" have:
 - a. Paid the overdue claim; or
 - b. Agreed to pay for future treatment not yet rendered; within 30 days from the date of receipt of the demand letter by **us**, in accordance with the requirements

of the Florida Motor Vehicle No-Fault Law, as amended.

The demand letter shall be mailed to **us** by U.S. certified mail or registered mail, return receipt requested.

If legal action is brought against **us**, all claims related to the same health care provider for the same **insured** shall be brought in one action, unless good cause is shown why such claims should be brought separately.

In a dispute between the **insured** or an assignee of the **insured** and **us**, upon request by that **insured** or an assignee **we** shall notify the **insured** or an assignee that the policy limits under this section have been reached within 15 days after the limits have been reached.

We shall create and maintain for each **insured** a log of personal injury protection benefits paid by **us** on behalf of the **insured**. If litigation is commenced, **we** shall provide to the **insured** a copy of the log within 30 days after receiving a request for the log from the **insured**.

C. **POLICY PERIOD AND TERRITORY:**

This policy coverage only applies to accidents and losses which occur:

1. During the policy period as shown in the declarations; and
2. Within Florida.
3. In The United States of America, territories, possessions, or Canada.

Part C. 3 of policy period and territory applies only to:

- a. The **Named Insured** or any **family member** while **occupying your covered auto**; or
- b. The **Named Insured** while **occupying a motor vehicle**:
 - i. Owned by any **family member**; and
 - ii. For which security is maintained as required by the Florida Motor Vehicle No-Fault Law, as amended.

D. **OUR RIGHT TO RECOVER PAYMENT**

If **we** make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another **we** shall, to the extent of **our** payment, be subrogated to that right. That person shall:

1. Execute and deliver instruments and papers and do whatever else is necessary to secure **our** rights; and
2. Do nothing after loss to prejudice these rights.

If **we** make a payment under this coverage and the person to or for whom payment was made sustained **bodily injury** while:

1. **Occupying**; or

2. as a **pedestrian** struck by; a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, as amended. **We** shall, to the extent of **our** payment, be entitled to reimbursement from the person who owns such motor vehicle or that person's insurer.

Pursuant to Section 627.7405, Florida Statutes:

To the extent of any personal injury protection benefits paid to any person as a benefit arising out of a private passenger motor vehicle **accident**, a right of reimbursement against the owner or the insurer of the owner of a commercial motor vehicle; if the benefits paid result from such person having been an occupant of the commercial motor vehicle; or having been struck by the commercial motor vehicle while not an occupant of any self-propelled vehicle. Our rights to reimbursement under this paragraph does not apply to owners of taxicabs.

E. **PAYMENT OF BENEFITS**

1. Benefits payable under this coverage may be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with **us** in accordance

with their provisions of the Florida Motor Vehicle No-Fault Law, as amended.

If **we** reasonably believe that a fraudulent insurance act has been committed or is being committed, **we** shall provide written notification to the claimant, within 30 days, after submission of the claim that the claim is being investigated for suspected fraud. Once the initial 30-day period has ended, **we** will have an additional 60 days to conduct **our** fraud investigation. No later than 90 days after the submission of the claim, **we** will deny the claim or pay the claim with simple interest as defined in Florida Statutes 627.736(4)(d). Interest shall be assessed from the day the claim was submitted until the day the claim is paid.

2. **We** may, at **our** option, pay any medical expense benefits to the:
 - a. **Insured**; or
 - b. Person or organization providing services or supplies for such benefits.
3. However, **we** will not pay:
 - a. A claim or charges for such benefits made by a; broker, as defined in the Florida Motor Vehicle No-Fault Law, as amended; or Person making the claim on behalf of such broker.
 - b. Any change or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency for Health Care Administration:
 - i. But is not so licensed; or
 - ii. That is otherwise operating in violation of the Florida Health Care Clinic Act.
 - c. A claim or charges for such benefits:
 - i. For any service or treatment that was not lawful at the time rendered.
 - ii. To any person who knowingly submits a false or misleading statement relating to the claim or charges.
 - iii. With respect to a bill or statement that does not substantially meet the

applicable requirements of Section 627.736(5)(d), Florida Statutes.

- iv. For any service or treatment that is:
 - a.) Up coded; or
 - b.) That is unbundled when such treatment or service should be bundled; in accordance with the provisions of the Florida Motor Vehicle No-Fault Law, as amended.
 - v. For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
 - a.) Are actually rendered by the physician or are incident to the physician's professional services; and
 - b.) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.
 - d. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with Florida Motor Vehicle No- Fault Law, as amended.
 - e. Charges for any services rendered by any person who violates the provisions of Section 817.234(8), Florida Statutes, with regard to the **insured** for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any **insured** involved in a motor vehicle **accident** for the purpose of making:
 - i. Motor vehicle tort claims; or
 - ii. Claims for personal injury protection benefits.
4. If a person seeking Personal Injury Protection Coverage as a result of an injury sustained while committing a felony is charged with committing a felony, **we** shall withhold benefits until, at the trial level;

- a. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
- b. The charge is dismissed; or
- c. That person is acquitted.

F. MODIFICATION OF POLICY COVERAGES

- 1. Any coverage provided under Part B – Medical Payments Coverage or Part C – Uninsured Motorists Coverage of this policy shall be excess over any personal injury protection benefits paid or payable.
- 2. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under Part B- Medical Payments Coverage shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

G. PROVISIONAL PREMIUM

- 1. In the event of any change in the:
 - a. Rules;
 - b. Rates;
 - c. Rating plan;
 - d. Premiums; or
 - e. Minimum premiums.

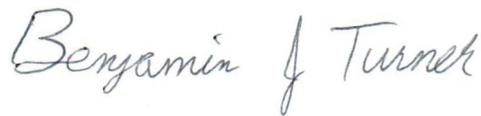
Applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law, as amended; which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:

- Part A – Liability Coverage;
- Part B – Medical Payments Coverage;
- or
- Part C – Uninsured Motorists Coverage;

Of this policy shall be deemed to be provisional and subject to change of premium.

- 2. If this policy is a renewal policy, such change of premium shall include the amount of any return premium previously credited or refunded to the **Named Insured**. In accordance with the Florida Motor Vehicle No-Fault Law, as amended, with respect to insurance provided under a previous policy.
- 3. If the final revised premium exceeds the premium shown in the Declarations, the **Named Insured** shall pay us:
 - a. The excess amount; and
 - b. The amount of any return premium previously credited or refunded.

In Witness Whereof, **we** have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless signed by “our” authorized representative.



PRESIDENT

The following endorsements apply as indicated on the Declarations Page.

WH 01 01 04 06 – OPERATOR AND/OR HOUSEHOLD RESIDENT EXCLUSION

The person(s) indicated in the Declarations as an Excluded Driver(s), is excluded from coverage under this insurance policy. This means that none of the coverage, except Personal Injury Protection and Property Damage Liability afforded by the policy, will apply to any damage, losses or claims of any persons or organization caused while any motor vehicle insured by this policy is being operated by the excluded driver(s) as indicated on the Declarations page.

Uninsured motorist coverage, if purchased, will be afforded to an excluded driver. In the event that this policy is certified as proof of financial responsibility, coverage for Bodily Injury Liability will be provided. Coverage for claims under Property Damage Liability arising from an **accident** or loss that occurs while a vehicle is being operated by the excluded driver(s) shall be limited to the minimum limits of required financial responsibility.

This exclusion applies regardless of any provisions in the auto policy defining insured persons. This agreement will be binding and will apply to all future renewals, reinstatements, and changes in the policy unless the company is notified otherwise in writing.

WH 01 02 04 06 – LOSS OF USE ENDORSEMENT

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto – also apply to this endorsement except as changed by this endorsement.

When there is a loss to a **your covered auto** described in the Declarations, Transportation Expenses under Part D – Coverage for Damage to **your** Auto do not apply unless the Declarations page indicates a specific premium charge for Rental Reimbursement Coverage. In such instances, the Transportation Expense section is replaced in its entirety by the following:

We will reimburse **you** for expenses **you** incur to rent a substitute auto. This coverage applies only if:

1. **Your covered auto** is withdrawn from use for more than 24 hours; and
2. The loss to **your covered auto** is covered under Part D – Coverage for Damage to Your Auto – of this policy.

If the loss is caused by a total theft of **your covered auto**, **we** will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when **your covered auto** is returned for use or **we** pay for its loss.

Our payment will be limited to that period of time reasonably required to repair or replace the auto. **We** will pay up to the maximum amount per day, and to a maximum per occurrence as noted on your Declarations.

WH 03 05 08 86 - LOSS PAYABLE CLAUSE

Payment for damage to a covered auto will be made according to **your** interest or any loss payee or lienholder shown on the Declaration or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion. If **we** become obligated to reimburse a loss payee under this coverage due to **your** failure to meet the policy requirements, or through **your** failure to make premium payments, **we** reserve the right to recover from **you** any money paid to the loss payee:

1. Where fraud, material misrepresentation, material omission, or intentional damage has been committed by **you**, the Loss Payee, or lienholder's interest will not be protected; or
2. Where we have cancelled this policy at any time as provided by the policy terms and conditions, and this cancellation shall terminate this agreement as to the loss payee's interest; or

3. Where we are entitled to the loss payee's or lienholder's rights of recovery, to the extent of the company's payment to the loss payee or lienholder.

WH 03 18 06 98 – ADDITIONAL CUSTOMIZING EQUIPMENT COVERAGE

- A. Exclusion F and L of Part D – Coverage for Damage to Your Auto does not apply to coverage provided by this endorsement.
- B. With respect to a vehicle for which the Schedule or Declarations indicates that Additional Customizing Equipment Coverage applies, if corresponding premium is paid **we** will pay for direct and accidental loss up to \$3,000.00 to itemized custom furnishings or equipment including, but not limited to:
 1. Custom car kits;
 2. Customized grills, louvers, side pipes, scoops or spoilers;
 3. Aftermarket wheels or tires or tires wider or taller than those installed as original factory equipment;
 4. Alarms;
 5. Window Tinting;
 6. Customized paint;
 7. Customized roofs, racks, or tops;
 8. Window film tinting; or
 9. Ground effect kits; decals, wraps, or
 10. Winches, lights, and roll bars; or
 11. Itemized electronic equipment not installed by the original manufacturer.
- C. This coverage does not apply to furnishings or equipment that are otherwise excluded from coverage under Exclusions-of Part D.

WH 01 03 04 06 – AMENDATORY CANCELLATION ENDORSEMENT

If this policy is cancelled at the request of any party acting under Power of Attorney from **you**, it will be considered that **you** cancelled the policy.

If this policy is cancelled by **you**, return premium shall be computed at 90% of any amount of pro rata unexpired premium.

The insurer will refund 100 percent of the unearned premium on a pro-rata basis if the insured is a servicemember, as defined in Section 250.01 Florida Statutes, who cancels because he or she is called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required.

For any other cancellation, the return premium shall be computed pro rata.

WH 01 04 04 06 – PUNITIVE DAMAGES EXCLUSION

In consideration of the premium charged for the policy to which this endorsement is attached, it is agreed that regardless of any other provisions of this policy, this policy does not apply to punitive or exemplary damages.

This endorsement only applies if Non-Stacked Uninsured Motorists Coverage is indicated on the Declaration Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

WH 01 09 04 06 - UNINSURED MOTORISTS COVERAGE – FLORIDA (NON-STACKED)

Part C – Uninsured Motorists Coverage (Stacked) is replaced by the following:

INSURING AGREEMENT

- A. **We** will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:
1. Sustained by an **insured**; and
 2. Caused by an **accident**.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the **uninsured motor vehicle**.

Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

- B. **Insured** as used in this Part means:
1. You or any **family member**;
 2. Any other person **occupying your covered auto**.
 3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.
- C. **Uninsured motor vehicle** means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the **accident**.
 2. To which a bodily injury liability bond or policy applies at the time of the **accident**, but the amount paid for **bodily injury** under that bond or policy to an "insured" is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified

and which hits or which causes an **accident** resulting in **bodily injury** without hitting:

- a. You or any **family member**;
- b. A vehicle which **you** or any **family member** are **occupying**; or
- c. **Your covered auto**.

If there is no physical contact with the hit-and-run vehicle, the facts of the **accident** must be proved. **We** will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

4. To which a bodily injury liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

- a. Owned by or furnished or available for the regular use of **you** or any **family member** unless it is a **your covered auto** to which Part A of the policy applies and liability coverage is excluded for any person other than **you** or any **family member** for damages sustained in the **accident** by **you** or any **family member**.
- b. Operated on rails or crawler treads.
- c. Designed mainly for use off public roads while not on public roads.
- d. While located for use as a residence or premises.

EXCLUSIONS

- A. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained:
1. By an **insured** while **occupying** any motor vehicle owned by that **insured** which is not insured for this coverage under this policy.

This includes a trailer of any type used with that vehicle.

2. By any **family member** while **occupying** any motor vehicle **you** own which is insured for this coverage on a primary basis under any other policy.
- B. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:
1. If that **insured** or the legal representative settles the **bodily injury** claim without **our** consent.
- However, this Exclusion (B.1.) does not apply:
- a. If such settlement does not prejudice **our** right to recover payment; or
 - b. To a settlement made with the insurer of a vehicle described in Section 2. of the definition of **uninsured motor vehicle**.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This includes, but is not limited to: taxicabs, limousines, or vehicles for any period of time while it is being operated by an insured who is logged into a transportation network platform as a driver whether or not any passenger is in the vehicle.
At no time shall this policy be construed to provide coverage for prearranged transportation services for compensation such as, Uber, Lyft. This does not apply to share-the-expense car pool.
3. Using a vehicle without a reasonable belief that **insured** is entitled to do so . This Exclusion (B.3.) does not apply to a **family member** using **your covered auto** which is owned by **you**.
 4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the **bodily injury** consists in whole or in part of:
 - a. significant and permanent loss of an important bodily function;

- b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
- c. Significant and permanent scarring or disfigurement; or
- d. Death.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self- insurer under any of the following or similar law;
 1. Workers' compensation law; or
 2. Disability benefits law.
- D. **We** do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. When the **insured** is **occupying your covered auto** at the time of the **accident**:
 1. The limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to that **your covered auto** is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in that **accident**; and
 2. Subject to this limit for each person, the limit of liability for Uninsured Motorists Coverage stated in the Declarations for each **accident** applicable to that **your covered auto** is **our** maximum limit of liability for all damages for **bodily injury** resulting from that **accident**.
- B. When the **insured** is not **occupying your covered auto** at the time of the **accident**:
 1. The highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to any of **your covered autos** is **our** maximum limit of liability for all damages, including damages for care, loss for services or death, arising out of **bodily injury** sustained by any one person in that **accident**; and

2. Subject to this limit for each person, the highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each **accident** applicable to when the **insured** is not **occupying your covered auto** at the time of the **accident** is **our** maximum limit of liability for all damages for **bodily injury** resulting from that accident.

This is the most **we** will pay regardless of the number of:

- a. **Insured's**;
 - b. Claims made;
 - c. Vehicles or premiums shown in the Declarations; or
 - d. Vehicles involved in the **accident**.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part A – Liability Coverage of this policy;
 2. No-fault coverage; or
 3. Automobile medical payments coverage.
- D. **We** will not make a duplicate payment under this coverage for any element of loss for which payment had been made by or on behalf of persons or organizations who may be legally responsible.
- E. **We** will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- F. With respect to coverage for an **uninsured motor vehicle**, **we** will reduce the **insured's** total damages by any amount available to that **insured**, under any bodily injury liability bonds or policies applicable to the **uninsured motor vehicles**, that such **insured** did not recover as a result of a settlement between that **insured** and the insurer of an **uninsured motor vehicle**." However, any reduction of the **insured's** total

damages will not reduce the limit of liability for this coverage.

The Paragraph (F.) shall not apply if **we** advance payment to the **insured** in an amount equal to the tentative settlement with the insurer of the **uninsured motor vehicle**.

- G. A vehicle and attached **trailer** are considered one vehicle. Therefore, the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Uninsured Motorists Coverage:

- A. Any recovery for damages sustained by **you** or any **family member**:
1. While occupying a vehicle owned by **you** or any **family member** may equal, but not exceed, the limit of liability for Uninsured Motorists Coverage applicable to that vehicle;
 2. While occupying a vehicle not owned by **you** or any **family member**, may equal, but not exceed, the sum of:
 - a. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle **you** or any **family member** were occupying at the time of the **accident**; and
 - b. The highest limit of Uninsured Motorists Coverage applicable to any one policy affording coverage to **you** or any **family member**.
- B. While not occupying any vehicle may equal, but not exceed the highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to **you** or any **family member**.
- C. Any insurance **we** provide with respect to a vehicle **you** do not own will be excess over any other collectible insurance providing such

coverage on a primary basis. This includes a vehicle used as a temporary substitute.

We will pay only **our** share of the loss . Our share is the proportion that **our** limit of liability bears to the total of all applicable limits .

ARBITRATION

- A. If **we** and an **insured** do not agree:
1. Whether that **insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **insured**;

From the owner or operator of an **uninsured motor vehicle** then the matter may be:

- a. Mediated, in accordance with the Mediation provision contained in Part F – General Provisions of the policy, if the damages resulting from **bodily injury** are for \$10,000 or less; or
- b. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

If either party-requests mediation, the mediation must be completed before arbitration can occur.

- B. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

Each party will:

1. pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

- C. Unless both parties agree otherwise, arbitration will take place in county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
1. Whether the **insured** is legally entitled to recover damages; and
 2. The amount of damages.

FLORIDA ARBITRATION CODE

If **we** and an **insured** agree to arbitration, the Florida Arbitration Code will not apply.

ADDITIONAL DUTY

A person seeking Uninsured Motorists Coverage under Section 2. of the definition of “uninsured motor vehicle” must also promptly:

- A. Send **us** copies of the legal papers if a suit is brought; and
- B. Notify **us** in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle**. Allow **us** 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **uninsured motor vehicle**.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

WH 01 10 14 04 - ADDITIONAL INSURED- LESSOR

Any liability and any required no-fault coverages afforded by this policy for **your leased auto** also apply to the lessor named as an additional insured for that auto. This insurance is subject to the following additional provisions.

- A. **We** will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
1. You or any **family member**, household member or resident, or
 2. Any other person except the lessor or any employee or agent of the lessor using **your leased auto**.

- B. **Your leased auto** means:
1. The auto shown in the Declarations which **you** lease for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance for the lessor, and
 2. Any substitute or replacement auto furnished by a lessor named in this endorsement.
- C. If **we** terminate this policy, notice will also be mailed to the additional insured.
- D. The additional insured is not responsible for payment of premiums.
- E. The designation of an additional insured shall not operate to increase **our** limits of liability.