



FLORIDA PERSONAL AUTO POLICY

**WINDHAVEN INSURANCE COMPANY**

For questions about your policy please call: 1-866-721-6795  
For claims inquiries please call: 1-800-919-9114

**YOUR FLORIDA PERSONAL AUTO POLICY – QUICK REFERENCE INDEX**

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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:

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**DEFINITIONS**

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- 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 Company providing this insurance.
- 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 personal and
  2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in quotation marks when used.
- D. “Bodily Injury” means bodily harm, sickness or disease, including death that results.
- E. “Business” including trade, profession or occupation.
- F. “Family Member” means a person related to you by blood, marriage, or adoption who is a resident of your household. This includes a ward or foster child.
- G. “Occupying” means in, upon, getting in, on, out or off.
- H. “Property Damage” means physical injury to, destruction of or loss of use of tangible property.
- I. “Diminution in value” means the actual or perceived loss in market or resale value which results from a direct and accidental loss.
- J. “Trailer” means a vehicle designed to be pulled by a:
1. Private passenger auto; or
  2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- K. “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.
- This provision (K.4.) does not apply to Coverage for Damage to Your Auto.
- L. “Newly acquired auto”;
1. “Newly acquired auto” means any of the following types of vehicles you become the owner or during the policy period:
    - a. A private passenger auto; or
    - b. A pickup or van, for which no other insurance policy provides coverage, 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:
        - a) Incidental to your “business” of installing, maintaining or repairing furnishings or equipment; or
        - b) For farming or ranching.
  2. Coverage for a “newly acquired auto” is provided as described below. If you ask us to insure a “newly acquired auto” after a specified time period described below has elapsed, any coverage we provide for a “newly acquired auto” will begin at the time you request the coverage.
    - a. For any coverage provided in this policy except Coverage for Damage to Your Auto, a “newly acquired auto” will have the broadest coverage we now provide for any vehicle shown in the Declarations. 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, you must ask us to insure it within 14 days after you become the owner. If a “newly acquired auto” replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision coverage for “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:

- i. Fourteen days after you become the owner if the Declarations indicate that Collisions coverage applies to at least one auto. In this case, the “newly acquired auto” will have the broadest coverage we now provide for any auto shown in the Declarations.
- ii. Four days after you become the owner if the Declarations do not indicate that Collision coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the “newly acquired auto”, a Collision deductible of \$500 will apply.

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## PART A – LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay damages for “bodily injury” 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 by payment of judgments or settlements. 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 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”.
  - 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.
  - 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”:

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in “bodily injury” or “property damage” covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. 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.
- 4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- 5. Other reasonable expenses incurred at our request.

### EXCLUSIONS

- A. We do not provide Liability Coverage for any “insured”:
  - 1. Who intentionally causes “bodily injury” or “property damage”.
  - 2. Who causes “bodily injury” or “property damage” in the commission of a felony.
  - 3. For “property damage” to property owned or being transported by that “insured”.
  - 4. For “property damage” to property:
    - a. Rented to;
    - b. Used by; or

c. In the care of;  
That "insured".

This exclusion (A.4.) does not apply to "property damage" to a residence or private garage.

5. For "bodily injury" to an employee of that "insured" during the course of employment. The exclusion (A.5.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

6. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.6.) does not apply to a share-the-expense car pool.

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. 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. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.7. This exclusion (A.8.) does not apply to the maintenance or use of:

- a Private passenger auto;
- a Pickup or van; or
- a "Trailer" used with a vehicle described in a. or b. above.

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

- Your insured vehicle by a person without your express or implied permission; or
- A vehicle by any person without the express or implied permission of the owner.

10. For "bodily injury" or "property damage" for which that "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.

11. We do not provide Liability Coverage for any "insured" for "bodily injury", death or "property damage" to you, any "family member", anyone listed on the policy, or any resident of your household.

12. For any vehicle while it is being used for or in the course of "your" employment or occupation.

13. We do not provide Liability Coverage on behalf of "you" under a rental contract if the vehicle is for another's use or being used by another person who is not an "insured" under the definitions of this policy.

14. We do not provide Liability Coverage resulting from the use of a vehicle by a person(s) specifically excluded by endorsement.

15. We do not provide Liability Coverage resulting from the "insured's" use of a vehicle for racing.

16. We do not provide Liability Coverage for any "insured" resulting from illegal activity or fraudulent conduct (other than a traffic violation) in which the "insured" is a willing participant or in which such activity or conduct was committed at the "insured's" direction.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

- Any vehicle which:
  - Has fewer than four wheels; or
  - is designed mainly for use off public roads; or
  - which is a flat bed truck, box truck, or pickup with a Gross Vehicle Weight in excess of 10,000 lbs.

- Any vehicle, other than "your covered auto", which is:
  - Owned by you; or
  - 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, located inside a facility designed for racing, for the purpose of:
    - a. Competing in; or
    - b. Practicing or preparing for:
 Any prearranged or organized racing 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 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 or Part C of this policy; or
    2. Any Underinsured Motorists Coverage provided by this policy.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which “our covered auto” is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
  1. A financial responsibility or similar law specifying limits of liability for “bodily injury” or “property damage” higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

#### **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 for a vehicle you do not own if:

1. The vehicle is leased by you under a written rental or lease agreement; and
2. 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 FLA.STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

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## PART B – MEDICAL PAYMENTS COVERAGE

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### INSURING AGREEMENT

- A. We will pay 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:
1. You or any “family member”:
    - a. While “occupying”; or
    - b. As a pedestrian when struck by;  
A motor vehicle designed for use mainly on public roads or a “trailer” of any types.
  2. Any other person while “occupying” “your covered auto”.

### EXCLUSION

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

1. Sustained while “occupying” any motorized vehicle having fewer than four wheels.
2. Sustained while “occupying” “your covered auto” when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while “occupying” any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.
5. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
  - a. Owned by you ; or
  - b. Furnished or available for your regular use.
6. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
  - a. Owned by any “family member” ; or
  - b. Furnished or available for your regular use of any “family member”.However, this exclusion (6.) does not apply to you.
7. Sustained while “occupying” a vehicle without a reasonable belief that that “insured” is entitled to do so. This exclusion (7.) does not apply to a “family member” using “your covered auto” which is owned by you.

8. Sustained while “occupying” a vehicle when it is being used in the “business” of an “insured”. This exclusion (8.) does not apply to “bodily injury” sustained while “occupying” a:
  - a. Private passenger auto;
  - b. Pickup or van that you own; or
  - c. “Trailer” used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil War;
  - d. Insurrection; or
  - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
11. Sustained while “occupying” any vehicle located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;Any prearranged or organized racing 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 B or Part C of this policy; or
  2. Any underinsured Motorists Coverage provided by this policy.

### OTHER 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.

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**PART C – UNINSURED MOTORISTS COVERAGE – FLORIDA STACKED**

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**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. 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 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:

1. 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”.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use 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” “you covered auto” when it is being used as a public or livery conveyance. This exclusion (A.2.) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (A.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.
- 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 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.

**OTHER INSURANCE**

If there is other applicable insurance similar to the insurance provided by this endorsement, 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 endorsement.

**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:
- 1. Mediated, in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from "bodily injury" are for \$10,000 or less; or
  - 2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
- If either party demands 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.
- C. Each party will;
- 1. Pay the expenses it incurs; and
  - 2. Bear the expenses of the third party arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the 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 Motorist Coverage under Section 2. of the "uninsured motor vehicle" must also promptly:
- 1. Send us copies of the legal papers if a suit is brought; and
  - 2. 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 operate of such "uninsured motor vehicle".

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## PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

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### INSURING AGREEMENT

- A. We will pay for direct and accidental loss to “your covered auto” including its equipment, minus any applicable deductible shown in the Declarations. If loss to more than one “your covered auto” results from the same “collision”, only the highest applicable deductible will apply. We will pay for loss to “your covered 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. “Collision” means the upset of “your covered auto” or its impact with another vehicle or object. 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”.

### TRANSPORTATION EXPENSES

- A. We will pay up to \$10 per day, up to \$300 total, for transportation expenses you incur. This applies only on the total theft of your covered auto. We will pay only such expenses incurred between 48 hours after the total theft and when your covered auto is returned to use or we pay for its loss.

### EXCLUSIONS

We will not pay for:

1. Loss to “your covered auto” which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damages to tires.

This exclusion (2.) does not apply if the damage results from the total theft of “your covered auto”.

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil War;
  - e. Insurrection; or
  - f. Rebellion or revolution.
4. Loss to any electric equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
  - a. Radios and stereos;
  - b. Tape decks; or
  - c. Compact disc players.

This exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in “your covered auto”; or
- b. The equipment is:
  - i. Removed from a housing unit which is permanently installed in the auto;
  - ii. Designed to be solely operated by use of the power from the auto’s electrical system; and
  - iii. In or upon “your covered auto” at the time of loss.

5. Loss to any electric equipment that receives or transmits auto, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
  - a. Citizens band radio;
  - b. Telephones;
  - c. Two-way mobile radios;
  - d. Scanning monitor receivers;
  - e. Television monitor receivers;
  - f. Video cassette recorders;
  - g. Auto cassette recorders; or
  - h. Personal computers.

This exclusion (5.) does not apply to:

- a. Any electric equipment that is necessary for the normal operation of the auto or the monitoring of the auto’s operating systems; or
- b. A permanently installed telephone designed to be operated by use of the power from the auto’s electrical system and any accessories used with the telephone.

6. Loss to tapes, records, discs or other media used with equipment described in exclusions 4. and 5.
7. A total loss to “your covered auto” due to destruction or confiscation by governmental or civil authorities. This exclusion (7.) does not apply to the interests of Loss Payees in “your covered auto”.
8. Loss to “your covered auto” due to “diminution in value”.
9. Loss to:
  - a. A “trailer”, camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such “trailer”, camper body or motor home. Facilities or equipment include but not limited to:
    - i. Cooking, dining, plumbing or refrigeration facilities;
    - ii. Awnings or cabanas; or
    - iii. Any other facilities or equipment used with a “trailer”, camper body, or motor home.

This exclusion (9.) does not apply to a:

- a. “Trailer”, and its facilities or equipment, which you do not own; or
- b. “Trailer”, camper body, or the facilities or equipment in or attached to the “trailer” or camper body, which you:
  - i. Acquire during the policy period; and
  - ii. Ask us to insure within 14 days after you become the owner.

10. Loss to “your covered auto” when used by any “family member” without a reasonable belief that “family member” is entitled to do so.
11. Loss to equipment designed or used for the detection or location of radar or laser.
12. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include by not limited to:
  - a. Special carpeting or insulation;
  - b. Furniture or bars;
  - c. Height-extending roofs; or
  - d. Custom murals, paintings or other decals or graphics.

This exclusion (12.) does not apply to a cap, cover or bed liner in or upon any “our covered auto” which is a pickup.

13. Loss to your covered auto” being maintained or used by any person while employed or otherwise engaged in the “business” of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;
 Vehicles designed for use on public highways. This includes road testing and delivery.
14. Loss to “your covered auto” located inside a facility designed for racing, for the purpose of;
  - a. Competing in; or
  - b. Practicing or preparing for;
 Any prearranged or organized racing or speed contest.
15. Loss to “your covered 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.
16. Loss to “your covered auto” which is caused intentionally by you or at your direction.
17. Loss to “your covered auto” which is caused by you or at your direction while attempting to evade law enforcement personnel.
18. 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 (19.) 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.
19. Loss to “your covered auto” while being operated by a person(s) specifically excluded by endorsement.
20. Loss to “your covered auto” caused by theft if there is no sign of forced entry.
21. Loss to “your covered auto” while used for business.
22. Loss to personal effects.
23. Loss to vehicles not described in this section as “your covered auto”.
24. Loss to “your covered auto” caused by the repossession of your vehicle.

### **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 or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a "trailer" is \$500.
  2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.
- 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 up to \$50.00 for towing incident to any one collision loss and/or comprehensive loss.
- E. We will pay up to \$10.00 per day, up to \$100.00 total, for storage charges.
- F. We will not be responsible for repairs delays due to the inability to obtain parts.
- G. We will not be responsible for poor workmanship with respect to the repairs to "your covered auto".

### **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:

1. You; or
2. 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 less in money, our payment will include the applicable sales tax for the damaged or stolen property.

### **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 with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. 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 demand an appraisal of the loss. Upon notice of demand for appraisal, the opposing party may, prior to appraisal, demand 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 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.

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**PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

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We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly 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, organization or representative of any person, claimant or organization seeking any coverage or making a claim or seeking payment under this policy must:
  - 1. Cooperate with us in the investigation, settlement of 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, including but 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 exams by physicians we select. We will pay for these exams.
    - b. To examination under oath and subscribe the same.
- 4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.
- 5. Submit a proof of loss when required by us.
- 6. 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.
- 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 seeing Coverage For Damage to Your Auto must also:
  - 1. Take reasonable steps after loss to protect “your covered auto” or any “non-owned auto” and the equipment from further loss. We will pay reasonable expense incurred to do this.
  - 2. Promptly notify the police if “your covered auto” or any “non-owned auto” is stolen.
  - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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**PART F – GENERAL PROVISIONS**

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**BANKRUPTCY**

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

**CHANGES**

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - 1. The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles;
  - 3. The place of principal garaging of insured vehicles;
  - 4. Coverage, deductibles or limits.

- 3. The place of principal garaging of insured vehicles;
- 4. Coverage, deductibles or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we 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.

### **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 accident or loss for which coverage is sought under policy regardless of whether a portion of the claim is legitimate.

### **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 deny coverage at our option and pursuant to Florida Statute 627.409.**

### **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, 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, 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 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 notice of the date cancellation is to take effect.
2. The Named Insured:
  - a. May not cancel this policy, if this policy provides Personal Injury Protection, Liability Coverage, or both during the first 60 days immediately following the date of issuance or renewal unless:

- i. “Your covered auto” has been totally destroyed so that it is no longer operable on the roads of Florida; or
    - ii. The Named Insured transfers ownership of “your covered auto”; or
    - iii. The Named Insured obtains other insurance on “your covered auto”; or
    - iv. 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.
  - b. May cancel for any reason after this policy is in effect for 60 days.
3. If this is a new policy, we will not cancel for nonpayment of premium during the first 60 days following the date of issuance. However, we may cancel if a check used to pay us is dishonored for any reason.
  4. 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 that of:
      - i. Any driver who lives with you; or
      - ii. Any driver who customarily uses “your covered auto”;  
Has been suspended or revoked. This must have occurred during:
        - i. The policy period; or
        - ii. The 180 days immediately preceding the original effective date of the policy; or
    - c. If the policy was obtained through material misrepresentation or fraud.
  5. Except as provided in Paragraph 6., we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing 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.
  6. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or longer time period as specified in the notice), you fail to either:
    - a. Pay the additional premium and maintain this policy in full force under its original terms; or
    - b. Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

**B. Nonrenewal**

If we decide not to renew or continue this policy we will mail 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 by registered or certified mail or United States Post Office proof of mailing. 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.

**C. 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.

#### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing 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 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:

1. Loss resulting from "bodily injury" in an amount of \$10,000 or less;
2. "Property Damage"; or
3. Loss of "your covered auto" or any "non-owned auto";

Either party may demand 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:

1. Why mediation is being requested; and
2. 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 on 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:

1. Have authority to make a binding decision; and
2. 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 rights and 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 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 AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.



The provisions of the following endorsements are contained in this policy:

- PP 01 84 06 98 Amendment of Policy Provisions
- PP 03 26 06 94 Liability Coverage Exclusion
- PP 13 01 12 99 Coverage for Damage to Your Auto
- PP 04 43 01 08 Uninsured Motorists Coverage – Florida (Stacked)

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 countersigned by our authorized representative.



Secretary



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FL ASIM 01 07 03 08 PERSONAL INJURY PROTECTION COVERAGE – FLORIDA**

**SCHEDULE**

Benefits	Limit of Liability
Medical Expenses	No Specific dollar amount
Work Loss	No Specific dollar amount
Replacement Services	No Specific dollar amount
Accidental Death	\$5,000
Maximum limit for the total of all Personal Injury Protection Benefits	\$10,000
<b>Personal Injury Protection Coverage Deductible</b>	
As indicated below or in the Declarations, the total amount of medical expenses, work loss and replacement services expenses are subject to a deductible of \$XX.XX applicable to: The "Named Insured". The "Named Insured" and any dependent "family member".	
<b>Exclusion of Work Loss</b>	
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 endorsement, the provisions of the policy apply unless modified by the endorsement. This endorsement lists the coverages that we provide, and also includes provisions that may restrict or abridge your rights to coverage. Please read it carefully.	

**I. Definitions**

The Definitions Section is amended as follows:

- A. For the purposes of this endorsement, 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 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. "Family member" means a person related to the "Named Insured" by blood, marriage or adoption who is usually a resident of the "Named Insured's" household. This includes a ward or foster child.

2. "Occupying" means:

- a. In or upon;
- b. Entering into; or
- c. Alighting from.

3. "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:

- a. A premium is charged; or
- b. It is a "trailer", other than a mobile home, designed for use with a "motor vehicle".

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:
  - a. In accordance with the generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician or other health care provider.
2. "Motor vehicle" means:
  - a. Any self propelled vehicle with 4 or more wheels which is:

- i. Designed; and
  - ii. Required to be licensed; for use on Florida highways.
- b. Any "trailer" or semi trailer designed for use with such vehicle.

However, "motor vehicle" does not include:

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

3. "Named Insured" means:
- a. The person named in the Declarations; or
  - b. That person's spouse, if a resident of the same household.
4. "Pedestrian" means a person who is not "occupying" a self propelled vehicle.

D. "Insured" as used in this endorsement means:

- 1. The "Named Insured" or any "family member" while:
  - a. "Occupying" a "motor vehicle"; or
  - b. A "pedestrian" struck by a "motor vehicle".
- 2. Any other person while:
  - a. "Occupying" "your covered auto"; or
  - b. A "pedestrian" struck by "your covered auto".

**II. Personal Injury Protection Coverage  
INSURING AGREEMENT**

- A. We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, 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:

**MEDICAL EXPENSES**

80 percent of the following schedule of maximum charges which must be "medically necessary":

- 1. For emergency transport and treatment by providers licensed under chapter 401, 200 percent of Medicare.
- 2. For emergency services and care provided by a hospital licensed under chapter 395, 75 percent of the hospital's usual and customary charges.
- 3. For emergency services and care as defined by s. [395.002\(9\)](#) provided in a facility licensed under 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.
- 4. 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.
- 5. 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.
- 6. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. [440.13](#) 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 will not be reimbursed.
- 7. The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect at the time the services, supplies, or care was rendered and for the area in which such services were rendered, except that it may not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

Medical expenses shall only be reimbursed for such services and care that are lawfully provided, supervised, ordered, or prescribed by a health care provider or facility authorized under Florida's Motor Vehicle No-Fault Law. We reserve the right to submit a claim to Peer Review for evaluation and we reserve the right to deny the claim based on the Peer Review.

## WORK LOSS

With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured's" death.

## REPLACEMENT SERVICES

With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury".

## ACCIDENTAL DEATH

A death benefit.

## EXCLUSIONS

- A. We do not provide Personal Injury Protection Coverage for any "insured":
1. While operating "your covered auto" without the "Named Insured's" express or implied consent.
  2. 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.
  3. 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.
  4. Other than the "Named Insured" or any "family member", whose 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.
  5. Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.
  6. Who is not listed on the declarations page or who is not disclosed on the policy application and over the age of fifteen (15).
- 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" or any "family member"; and
  - b. Not a "your covered auto" under this policy.
2. Any "pedestrian", other than the "Named Insured" who is not a legal resident of Florida.

## 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.

- B. 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 or Medicaid.
- C. The amount of any deductible shown in the Schedule or Declarations shall be deducted from the total amount of expenses and losses listed in all applicable parts of Paragraph B. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation for each "insured" to whom the deductible applies.

Accidental death is not subject to a deductible.

- D. Any amounts 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, F.S. 627.736(5)(a)(2):

Any death benefit payable under this coverage shall be the lesser of:

1. The amount shown in the Schedule or Declarations; or;
2. The total aggregate limit for Personal Injury Protection benefits minus any amounts paid for:  
Medical expenses;  
Work loss; and  
Replacement services.

## **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 a "named 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."

### **III. Part E – Duties after an Accident or loss**

Part E is replaced by the following:

#### **DUTIES AFTER AN ACCIDENT OR LOSS**

Any person, claimant, organization or representative of any person, claimant or organization seeking Personal Injury Protection Coverage, making a claim or seeking payment must:

- A. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.
- 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:
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. Submit as often as we reasonably require to mental or physical exams. We will:
1. Pay for these exams; and

2. Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to an exam, we will not be liable for personal injury protection benefits.

- 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 or organization must answer questions under oath, asked by anyone we name, and sign copies of the answers. We may require each person or organization answering questions under oath to answer the questions with only that person's or organization's legal representative, or representative and no other person present. The examination under oath will occur at a time and place of our choosing. If that person or organization unreasonably refuses to submit to an exam, we will not be liable for personal injury protection benefits.

### **IV. Part F – General Provisions**

Part F is amended as follows:

- A. The Fraud provision is replaced by the following:

#### **FRAUD**

We do not provide Personal Injury Protection Coverage for an "insured" if that "insured", his representative or organization on behalf of that "insured" has committed, by a material act or omission, any insurance fraud relating to Personal Injury Protection Coverage under this policy, and if the fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction.

Any insurance fraud shall void all Personal Injury Protection Coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of that "insured's" fraud shall be recoverable from that "insured".

- B. The Legal Action Against Us provision is replaced by the following:

#### **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, no legal action may be brought against us:
1. Until the claim for benefits is overdue in accordance with the provisions of Paragraph E.1. of Part F; and

2. Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; 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.

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

- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured". No person or organization has any right to bring us into any action to determine or declare the rights of an "insured".
- C. 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.
- C. Paragraph B. of the Policy Period and Territory provision is replaced by the following:

**POLICY PERIOD AND TERRITORY**

The policy territory is:

1. Florida; or
2. The United States of America, its territories or possessions or Canada.

This Provision (B.2.) applies only to:

- a. The "Named Insured" or any "family member" while "Named Insured" "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;

- D. The Our Right to Recover Payment provision is replaced by the following:

**OUR RIGHT TO RECOVER PAYMENT**

- A. 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.
- B. 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. A "pedestrian" struck by; a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, 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.
- E. The following provisions are added:

**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.
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.

However, we will not pay:

- a. A claim or charges for such benefits made by a:
  - i. Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
  - ii. Person making the claim on behalf of such broker.
  - iii. Billing service not a party to this Contract or an Assignee of this Policy. All Assignee(s) seeking payment under this policy must provide written proof in order to be eligible to receive payment. Proof must be provided prior to any payment being made.
- 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 changes 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 FLA. STAT. SECTION 627.736(5)(d);
    - 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;
    - 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.
  - e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) in 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.
3. If a person seeking Personal Injury Protection Coverage is charged with committing a felony, we shall withhold benefits until, at the trial level;

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

**MODIFICATION OF POLICY COVERAGES**

1. Any coverage provided under Part B or Part C 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 shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

**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 which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:

- a. Part A;
- b. Part B; or
- c. Part C;

Of this policy shall be deemed to be provisional and subject to recomputations.

2. If this policy is a renewal policy, such recomputation 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, with respect to insurance provided under a previous policy.
3. If the final recomputed 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.

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

**The following endorsements apply as indicated on the Declarations Page.**

**FL ASIM 01 01 04 06 – NAMED DRIVER 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 used or operated by the excluded driver(s) as indicated on the Declarations page. In the event that this policy is certified as proof of financial responsibility, coverage for Bodily Injury Liability will be afforded if included in the Declarations. 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.

**FLASIM 01 02 04 06 – RENTAL REIMBURSEMENT 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 which case, sections A., B. and C. of Transportation Expenses are replaced in their 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 \$15 per day, and to a maximum of \$450 per occurrence.

**PP 03 05 08 86 LOSS PAYABLE CLAUSE**

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of “your covered auto”. However, we reserve the right to cancel your policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee’s interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations. When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee’s rights of recovery.

**PP 03 18 06 98 CUSTOMIZING EQUIPMENT COVERAGE**

- A. Exclusion 12. 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 Customizing Equipment Coverage applies, we will pay for direct and accidental loss to custom furnishings or equipment including, but not limited to:
  1. Special carpeting or insulation;
  2. Furniture or bars;
  3. Height-extending roofs; or
  4. Custom murals, paintings, or other decals or graphics.



C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 6., 9. or 11. of Part D.

**FL ASIM 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.

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

**FL ASIM 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.

**FL ASIM 01 05 04 06 – OUT OF STATE COVERAGE ENDORSEMENT**

This endorsement clarifies the policy in regard to its Out of State Coverage section, please read it carefully.

If this policy does not provide Bodily Injury Liability Coverage, we do not provide coverage for Bodily Injury in any State or Province.

This endorsement applies to every policy that has no Bodily Injury Liability Coverage.

**FL ASIM 01 06 04 06 – NONJOINDER OF INSURER**

No person who is not an insured under the terms of this policy shall have any interest in this policy, either as a third party beneficiary or otherwise, prior to first obtaining a settlement or verdict against a person who is an insured under the terms of this policy for a cause of action which is covered by this policy.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

**PP 04 42 01 08 UNINSURED MOTORISTS COVERAGE – FLORIDA (NON-STACKED)**

I. Part C – Uninsured Motorists Coverage

Part C is replaced by the following:

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

**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 “uninsured motor vehicle”.

- 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:

1. 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".
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. 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 Exclusion (B.2.) does not apply to a 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.

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

1. “Insured’s”;
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. 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 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.

#### **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 Part of the policy:

1. Any recovery for damages sustained by you or any “family member”:
  - a. While occupying a vehicle owned by you or any “family member” my equal, but not exceed, the limit of liability for Uninsured Motorists Coverage applicable to that vehicle;
  - b. While occupying a vehicle not owned by you or any “family member” may equal, but not exceed, the sum of:
    - i. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any “family member” were occupy at the time of the accident; and
    - ii. The highest limit of Uninsured Motorists Coverage applicable to any one policy affording coverage to you or any “family member”;
  - c. 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”.
2. 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.
3. 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:

1. Mediated, in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from “bodily injury” are for \$10,000 or less; or
2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

If either party demands 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.
- C. Each party will:
  1. pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- D. 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:

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

1. Send us copies of the legal papers if a suit is brought; and
2. 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”.

#### **II. Part F – General Provision**

The following is added to the Out Right to Recover Payment Provision in Part F:

##### **OUR RIGHT TO RECOVER PAYMENT**

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 receipt 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.