

Underwritten by:

MGA INSURANCE COMPANY, INC.

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FLORIDA PERSONAL AUTO POLICY

IMPORTANT – LIMITED COVERAGE POLICY:

Please read this policy carefully. This policy includes limitations to coverage. For example, the policy specifically addresses who may use ***the insured auto*** and under what conditions coverage will be afforded.

WARNING: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. This is a crime and subjects such person to criminal and civil penalties.

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POLICY AGREEMENT

This Personal Auto Policy is a binding contract between **you** and **us**. The contract includes:

1. The **declaration page**,
2. Endorsements,
3. The application,
4. The Personal Auto Policy, and
5. All attachments.

If **your premium payment** is made, **we** will insure **you** subject to the terms and conditions of this policy.

The **declaration page** shows a premium for each type of coverage **you** purchased.

This policy shall apply only to occurrences while the policy is in effect.

This policy shall become effective on the date and time shown on the **declaration page**. Unless terminated sooner, this policy will expire on the date and time specified on the **declaration page**.

Your policy only applies to **accidents** and **losses** that occur in:

1. The United States of America. This includes its:
 - a. territories,
 - b. possessions,
 - c. provinces and
 - d. Puerto Rico; or
2. Canada.

Your policy was issued to **you** in reliance on:

1. **Your** insurance application, and
2. Any renewal(s), and/or
3. changes.

You agree, by acceptance of this policy that:

1. The statements in:
 - a. **your** insurance application, and
 - b. any renewal(s), and/or
 - c. changesare:
 - a. **your** statements, and
 - b. true, and
 - c. correct.
2. **We** insure **you** on the basis that **your** statements are true.

You agree to cooperate with **us** in verifying **your** information is correct.

You shall notify **us** within thirty days if **your** information changes during the policy period.

You must notify **us** in writing when:

1. **You** change **your** address.
2. There is any change in the members of **your** household. This includes but is not limited to changes in:
 - a. Drivers,
 - b. **Relatives**,
 - c. People living at **your** residence, or
 - d. Operators.
3. There is a change in the person(s) who regularly drive **the insured auto**. This includes a newly licensed **relative**.
4. **Your** marital status changes.
5. The location where **the insured auto** is principally garaged changes.

6. **Your** use of **the insured auto** changes.
7. **Your** eligibility for discounts or other premium credits changes.
8. **You** sell the **auto** described on the **declaration page**.
9. **You** acquire:
 - a. A **replacement auto**, or
 - b. An **additional auto**.

If **you** fail to notify **us** in writing within thirty days after **your** changes, if:

1. **we** determine the change would have materially altered the risk, and
2. the change had an impact on the **loss**, coverage for that **loss** shall be affected.

LIBERALIZATION PROVISION

We may revise **your** policy coverage to provide more protection without additional premium. If:

1. **we** provide more protection, and
2. **you** have the coverage **we** change, **your** policy will automatically provide the additional coverage as of the date the revision is effective.

The terms of this policy may not be changed or waived except by a written endorsement issued by **us**.

DUTIES IN CASE OF ACCIDENT OR LOSS

We have no duty to provide coverage to:

1. **You**,
2. Any person, or
3. Any entity

making a claim under this policy unless there has been full compliance with each of the duties below.

In the event of an **accident** or **loss**:

1. **You**, or
2. Any person, or
3. Any entity

claiming coverage under this policy must, when and as often as **we** reasonably require:

1. Notify **us** within twenty-four hours or as soon as practical by calling **our** claims office during business hours. The notice shall provide as much detail as possible, including but not limited to:
 - a. The time and date of the **accident** or **loss**.
 - b. The location of the **accident** or **loss**.
 - c. The circumstances of the **accident** or **loss**.
 - d. The license plate numbers of the **vehicles** involved.
 - e. The names and addresses of:
 - i. injured persons, and
 - ii. other involved persons,
 - iii. and their insurance information.
 - f. The names and addresses of all witnesses.
2. Cooperate with **us** in the:
 - a. investigation,
 - b. settlement, or
 - c. defenseof any claim or suit.
3. Provide **us** access to records relevant to the facts of:
 - a. the **auto accident**,
 - b. the **bodily injury**, or
 - c. other damagescaused by the **auto accident**, including but not limited to:
 - a. Data from a Global Positioning System,

- b. Electronic records other than from a Global Positioning System,
 - c. **Business** records,
 - d. **Business** or personal financial records,
 - e. Sales agreements,
 - f. Rental documents,
 - g. Audio and video recordings,
 - h. Phone records on any cell phone being used in the **auto** by an **insured person** or person who is **occupying** the **auto** at the time of the **accident**,
 - i. Computer records,
 - j. Current and prior insurance claims records,
 - k. Loss payee/lienholder records, and
 - l. **Vehicle** forensic analysis.
4. Submit to:
- a. Mental, and/or
 - b. Physical examination
- by doctors **we** select, at **our** expense.
5. Provide any written proof of **loss** under oath.
6. Provide an affidavit, if requested.
7. Provide information, which may assist **us** in determining the amounts properly due and payable. This includes books and records.
8. Neither:
- a. Admit fault,
 - b. Assume any obligation, nor
 - c. Agree to incur any expense in connection with any:
 - a. claim, or
 - b. **accident**
- without **our** written consent.
- This does not apply to first aid to others.
9. Attend hearings and trials as required by any court or **us**.
10. Promptly send **us** any:
- a. Demands,
 - b. Notice of claim,
 - c. Summons, or
 - d. Other legal papers
- received relating to any **accident** or **loss**.
11. Forward to **us** as soon as practicable a copy of the:
- a. Summons,
 - b. Complaint, and
 - c. Other process
- served in connection with any legal action that any:
- a. Injured person, or
 - b. Injured person's legal representatives
- institute to recover damages for **bodily injury**.
12. Submit to and subscribe to examinations under oath, as often as **we** reasonably require.
- a. The examination may be conducted by the representatives of **our** choice.
13. Answer questions under oath with only:
- a. The legal representatives of the person being questioned,
 - b. The legal representatives of the entity being questioned, and
 - c. **Our** representatives
- present. No other persons may be present.
14. Allow **us** to take:
- a. Written,
 - b. Signed, and
 - c. Recorded statements

- by the representatives of **our** choice.
15. Provide an un-sworn recorded statement by the representatives of **our** choice.
16. Provide all medical records detailing:
- a. The nature and extent of the injuries,
 - b. Examinations performed,
 - c. Therapy,
 - d. Diagnosis,
 - e. Findings, and
 - f. Recommendations,
- that **we** request.
17. Take reasonable steps after the **accident** to protect the property from further **loss** or damage if coverage is claimed for:
- a. **property damage**, or
 - b. **loss** or damage to **the insured auto**.
- We** will pay reasonable expenses incurred in providing that protection.
18. Promptly file a written report with the appropriate law enforcement agency, in the event of any theft or vandalism of **the insured auto**.
19. Allow **us** to inspect and appraise the damaged property before its repair or disposal.
20. Notify the police if a hit-and-run driver is involved. A person claiming Uninsured or Underinsured Motorists Coverage, or someone on his or her behalf, must:
- a. contact the police within forty-eight hours, or as soon as practicable, after the **accident** if a hit-and-run driver is involved, and
 - b. let **us** examine and test the **auto** occupied in the **accident**.
21. Notify **us** within forty-eight hours, or as soon as practicable, after beginning treatment, if a claim is made under Personal Injury Protection or Medical Payments Coverage.

FAILURE TO COMPLY WITH ANY OR ALL OF THE CONDITIONS ABOVE MAY RESULT IN OUR REFUSAL TO EXTEND ANY PROTECTION UNDER THIS POLICY FOR THE ACCIDENT OR LOSS.

DEFINITIONS USED THROUGHOUT THIS POLICY

Defined terms shall appear in **bold italic** print.

Unless defined differently elsewhere in this policy:

"Accident" or **"Accidental"** means:

- 1. A sudden,
- 2. Unexpected, and
- 3. Unintended

event causing injury or physical damage, arising from the:

- 1. **Ownership**,
- 2. Maintenance, or
- 3. Use

of an **auto**.

All injury and physical damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **accident**.

"Additional Auto" means an **auto** that **you**:

- 1. Become the **owner** of, and
- 2. Acquire or purchase during the policy period,

if all **autos you own** and all **autos you** lease for a term of at least six months are insured under this policy.

To qualify as an **additional auto** under this policy, any newly acquired **auto** must be an acceptable risk to **us** at the time it was acquired.

"Auto" means a motorized four-wheel land **vehicle** that is:

1. Of the private passenger type with a gross **vehicle** weight of 10,000 pounds or less,
2. Intended for use on public roads, and
3. Required to be licensed and registered.

Auto includes a:

1. Pickup including those with four wheels on the rear axle,
2. Van, or
3. Sport utility **vehicle**

with a load capacity of 2,000 lbs. or less, that is not used in any **business** other than farming or ranching.

Auto does not include:

1. Motorcycles,
2. Midget cars,
3. Golf carts,
4. Tractors,
5. Farm machinery,
6. Any **vehicles** operated on rails or crawler treads.
7. Any **vehicles** used as a residence or premises, or
8. Any **vehicles** used in mass transit other than public school transportation.

This exclusion only applies to **vehicles** designed to transport more than five passengers, exclusive of the operator of the **vehicle**, and are **owned** by a:

- a. Municipality;
- b. Transit authority; or
- c. Political subdivision of the **state**.

"Auto Business" means the **business** of:

1. Selling,
2. Leasing,
3. Repairing,
4. Servicing,
5. Delivering,
6. Testing,
7. Road testing,
8. Towing,
9. Storing, or
10. Parking,

vehicles or **trailers**.

"Bodily Injury" means injury to the body, including:

1. Sickness,
2. Disease, or
3. Death,

which is caused by an **accident**.

1. Covered under this policy, and
2. Occurring while the policy is in force.

"Business" means:

1. Trade,
2. Profession,
3. Occupation,
4. Course of employment,
5. Job, or
6. Commercial use of any kind.

Business does not include the use of **the insured auto** to carry tools and supplies between **your** home and job site.

"Crime" means any felony and includes any felony attempt to elude law enforcement personnel.

"Declaration Page" means the document **you** receive from **us** listing:

1. The types of coverage **you** have selected,
2. The limit for each coverage,
3. The cost for each coverage,
4. Deductibles,
5. The specified **autos** covered by this policy,
6. The types of coverage for each such **auto**, and
7. Other information applicable to this policy.

"Federal agency" means federal agency as defined in the Federal Tort Claims Act.

"Loss" means sudden, direct, and **accidental** damage to, or theft of, **the insured auto**, including its original optional equipment, which is permanently installed at the factory by the **vehicle** manufacturer or authorized dealer.

"Non-Owned Auto" means any **auto**:

1. Used by **you** with the express or implied permission of the **owner**, and
2. Not:
 - a. **owned** by,
 - b. furnished, or
 - c. available for the regular use of **you**, a **relative**, or a **resident**.

Non-owned auto does not include a **rental vehicle** or a **substitute auto**.

"Occupying," means:

1. In,
2. Upon,
3. Entering,
4. Exiting, or
5. Alighting from.

"Own" or **"Owned"** or **"Owner"** or **"Ownership"** means to:

1. Hold actual legal title to the **vehicle**,
2. To have legal possession of the **vehicle** that is subject to:
 - a. a conditional sale agreement, or
 - b. mortgage; or
3. To have legal possession of the **vehicle** that was leased to that person for a continuous period of six or more months.

"Pedestrian" means a person while not an occupant of any self-propelled **vehicle**.

"Premium Payment" means the actual receipt of cash funds by **us**.

"Property Damage" means physical damage to tangible property, including destruction or loss of its use, which is:

1. Caused by an **accident** covered under this policy, and
2. Occurring while the policy is in force.

"Racing" means preparing for or participating in any:

1. Race,
2. Speed,
3. Demolition,
4. Stunt, or
5. Timed contest or activity, whether organized or not, when such preparation or participation is by:
 - a. An **insured person**, or
 - b. **The insured auto** with **your** permission

"Relative" means any person related to **you** by:

1. Blood,
2. Marriage, or
3. Adoption, including a ward or foster child,

who lives in **your** household, whether or not temporarily living elsewhere.

Relative includes a minor under **your** guardianship who lives in **your** household.

“Rental Vehicle” means an **auto you** rent or hire as a **substitute auto**.

Rental vehicles may be rented or hired only from a legal entity licensed to conduct such **business** under applicable **state** law.

“Replacement Auto” means an **auto** that **you** become the **owner** of and acquire during the policy period.

This **auto** must take the place of an **auto** described on the **declaration page** because:

1. **Your ownership** interest in the **auto** has terminated; or
2. The **auto** has been rendered permanently not operable due to its:
 - a. Mechanical breakdown,
 - b. Theft,
 - c. Deterioration, or
 - d. Total loss.

The **auto** must be an acceptable risk to **us** under **our** underwriting guidelines to qualify as a **replacement auto**.

“Resident” means a person living in **your** household, other than:

1. **You**, or
2. A **relative**,

who is:

1. Listed on the application, or
2. Endorsed on the policy

as a driver of **the insured auto**.

“Self Employed” means earning income directly from one's own **business**.

“Spouse” means **your** husband or wife residing in **your** household.

“State” means any state in the United States of America and the District of Columbia.

“Substitute Auto” means an **auto you** use temporarily while an **auto** described on the **declaration page** is not available for use.

Use of the **substitute auto** must result directly from:

1. Servicing,
2. Repair,
3. Theft,
4. Destruction, or
5. Malfunction

of the **auto** described on the **declaration page**.

Substitute auto does not include:

1. Any **vehicle** that is **owned** by:
 - a. **you**,
 - b. a **resident**, or
 - c. a **relative**; or
2. That is regularly available to:
 - a. **you**,
 - b. a **resident**, or
 - c. a **relative**.

An **auto** used for more than sixty days is not a **substitute auto**.

“The Insured Auto” means:

1. Any **auto** described on the **declaration page**. This does not include any **auto you** no longer **own** or lease.
2. Any **trailer** while it is attached to **the insured auto**.
 - a. Under Part E – Coverage for Damage to The Insured Auto, a **trailer** is not **the insured auto**.

3. **Replacement Auto.**

You must notify **us** within thirty days of **your** acquisition of the **replacement auto** for it to be considered **the insured auto**.

The **replacement auto** will have the broadest coverage, except for Part E – Coverage for Damage to The Insured Auto, **we** now provide for the **auto** being replaced only if **you** notify **us** within the thirty-day period following the acquisition of the **replacement auto**.

If the **auto** being replaced has coverage under Part E – Coverage for Damage to The Insured Auto **you** must notify **us** within thirty days of the date **you** become the **owner** of the **replacement auto** to continue this coverage for the **replacement auto**.

If the **auto** being replaced does not have coverage under Part E, **we** will add this coverage for the **replacement auto** effective after **you** ask **us** to do so.

All insurance for the **auto** being replaced ends when **you** take delivery of the **replacement auto**.

4. **Additional Auto.**

You must notify **us** within thirty days of **your** acquisition of the **additional auto** for it to be considered **the insured auto**.

These provisions apply only if on the date **you** acquire the **additional auto**:

- a. **we** insure all **vehicles you own** and
- b. **you** ask **us** to insure the **additional auto** within thirty days of the date **you** acquire or lease it.

The **additional auto** will have the broadest coverage, except for Part E Coverage for Damage to The Insured Auto, **we** now provide on **your** policy only if **you** notify **us** within the thirty-day period following the acquisition of the **additional auto**.

If any **auto** listed on the **declaration page** has coverage under Part E – Coverage for Damage to The Insured Auto **you** must notify **us** within thirty days of the date **you** become **owner** of the **additional auto** to continue coverage under Part E for the **additional auto**.

If no **auto** listed on the **declaration page** has coverage under Part E, **we** will add this coverage for the **additional auto** effective after **you** ask **us** to do so.

5. **Substitute Auto.** A **substitute auto** is provided the same coverage as the **auto** which it temporarily replaces.

“Trailer” means a device or **vehicle** which is:

1. Not self-propelled, and
2. Designed to be towed by an **auto**.

Trailer includes farm wagons or farm implements while being towed by an **auto**.

A device or **vehicle** that is:

1. A mobile home,
2. A travel **trailer**,
3. A **vehicle** that can be:
 - a. lived in, or
 - b. self-propelled; or
4. Used in a **business**

is not a **trailer**.

“Vehicle” means a ground transportation device used for conveying:

1. Goods,
2. Passengers, or
3. Equipment.

“**We**,” “**Us**,” and “**Our**” means the company shown on the **declaration page**.

“**You**” and “**your**” mean:

1. the named insured shown on the **declaration page**, and
2. includes the named insured’s **spouse**.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

If **you** pay the premium for **bodily injury** coverage, **we** will pay damages to others for **bodily injury** for which an **insured person** is legally liable because of an **accident**.

If **you** pay the premium for **property damage** coverage, **we** will pay damages to others for **property damage** for which an **insured person** is legally liable because of an **accident**.

ADDITIONAL DEFINITIONS USED IN PART A

As used in this part, “**insured person**” means, while using **the insured auto**:

1. **You**,
2. A **relative**,
3. A **resident**,
4. A person with **your** express or implied permission, or
5. Any other person or organization with respect only to legal liability for use of **the insured auto** by:
 - a. **you**, or
 - b. a **relative**.

“**Insured person**” also means **you** or a **relative** while using any **auto** with the **owner’s** permission.

ADDITIONAL BENEFITS - PART A ONLY

As **we** deem appropriate, **we** will settle any claim or suit, or defend the **insured person**.

If **we** choose to defend, **we** will hire and pay a lawyer, and pay all defense costs **we** incur, including court costs.

When **we** defend an **insured person** under this Part, **we** will provide the following benefits:

We will pay costs **we** incur to investigate the **accident**.

We will pay costs **we** incur to arrange for the settlement of any claim or action.

We will pay costs **we** incur to investigate and settle any claim or action.

We will pay the interest that accrues:

1. Before judgment is entered against an **insured person**, and
2. After judgment is entered against an **insured person** and before **we** have:

1. Offered to pay, or
2. Deposited into court

sums that are not more than **our** limit of liability.

This interest applies only to damages awarded in a suit **we** defend.

We will pay premiums on appeal and attachment bonds if required in an action **we** defend.

We will neither apply for nor obtain bonds, nor pay the premium on any bond that exceeds **our** limit of liability.

We have no duty to furnish or apply for any bonds.

We will reimburse any other reasonable costs an **insured person** incurs at **our** request.

To receive an additional benefit under this section, **you** must submit a claim and provide proof of entitlement.

We will pay expenses for first aid to others **you** rendered at the time of the **accident**.

We will pay up to \$250 for the cost of bail bonds required because of an **accident**, including related traffic law violations.

Such **accident** must result in **bodily injury** or **property damage** covered under this policy.

If **we** require **you** to attend any hearings or trials, **we** will pay a maximum of \$50 per day for loss of earnings from any source.

EXCLUSIONS - PART A ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover:

1. **Bodily Injury** or **property damage** that results from:
 - a. Nuclear reactions,
 - b. Radiation, or
 - c. Fallout.
2. **Bodily injury** or **property damage** covered by a nuclear energy liability policy.
This applies even if the limits of that policy are exhausted.
3. **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**.
Coverage under this Part shall not apply if the **accident** or its consequences were:
 - a. intended by, or
 - b. could have reasonably been expected from the viewpoint of
the **insured person**.
4. **Bodily injury** or **property damage** resulting from:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use
of any **vehicle** or **trailer**:
 - a. Other than **the insured auto** without the **owner’s** express or implied permission;
 - b. That is **the insured auto** without **your** express or implied permission;
 - c. While used to transport persons or property for:
 - i. a fee, or
 - ii. other compensation,
whether in cash or in kind.
This exclusion does not apply to shared-expense car pools.
 - d. Other than **the insured auto**, which is:
 - i. **Owned** by,
 - ii. **Furnished**, or
 - iii. **Available** for
the regular use of **you**, a **relative**, or a **resident**;
 - e. With less than four wheels, except for a **trailer**;
 - f. Designed mainly for use off public roads;
 - g. In any **racing** event; or
 - h. By a person while in the course and scope of employment, or engaged in any **business**.
This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**.

This exclusion does not apply if **business** use of **the insured auto** has been declared and an additional premium has been paid.

5. Liability for any **bodily injury** or **property damage**:
 - a. assumed by, or
 - b. imposed onan **insured person** under any:
 - a. agreement,
 - b. contract, or
 - c. bailment,with the exception of a contract for a **rental vehicle**.
6. **Bodily injury** to an **insured person's** employee, which arises in the course of employment. This exclusion will not apply to an **insured person's** domestic employee if:
 - a. the employee is injured in an **accident** in the course of employment, and
 - b. coverage is not required under workers' compensation, disability benefits, or similar laws.
7. **Bodily injury** to an **insured person's** co-worker occurring in the course of employment. This exclusion applies only if such injury arises out of the **insured person's** use of a **vehicle** in **business**.
8. **Bodily injury** occurring during the course of employment if benefits are payable or available under a workers' compensation law or similar law.
9. **Bodily injury** to the driver of **the insured auto**.
10. **Bodily injury** to **you** or a **relative** arising out of:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Useof **the insured auto**.
11. **Property damage** to property **owned** or being transported by an **insured person**.
12. **Bodily injury** or **property damage** arising out of the operation of equipment or machinery not listed on the **declaration page**. This exclusion does not apply to an **auto** or a **trailer**.
13. Damage to property an **insured person**:
 - a. Rents,
 - b. Uses, or
 - c. Has charge of,except a residence or private garage, including loss of its use. This exclusion does not apply to an **auto**.
14. **Bodily injury** or **property damage** incurred while **the insured auto** is being leased or rented to others.
15. **Bodily injury** or **property damage** caused by:
 - a. War (declared or undeclared),
 - b. Civil war,
 - c. Insurrection,
 - d. Rebellion, or
 - e. Revolution.
16. **Bodily injury** or **property damage** sustained by an **insured person** while **occupying** any **vehicle** located for use or being used as a residence or premises.
17. **Bodily injury** or **property damage** resulting from an **auto business**. However, this exclusion does not apply to **you** when the **auto business** operations are conducted by someone other than:
 - a. **you**,
 - b. a **relative**, or

c. a **resident**.

18. **Bodily injury** resulting from the use of any **vehicle** by a person or persons specifically excluded under this policy. If this policy has been certified as proof of financial responsibility, this exclusion applies to amounts of coverage above the limits that have been certified.
19. **Property damage** exceeding the **state** required minimum and resulting from the use of any **vehicle** by a person or persons specifically excluded under this policy. If this policy has been certified as proof of financial responsibility, this exclusion applies to amounts of coverage above the limits that have been certified.
20. **Bodily injury** or **property damage** arising out of the:
 - a. **Ownership**,
 - b. Maintenance,
 - c. Use,
 - d. Loading or
 - e. Unloadingof any:
 - f. Haulaway,
 - g. Tank, or
 - h. **Trailer**when used with a **vehicle** that is not listed on the **declaration page**, and which is:
 - a. **Owned**, unless **you** notify **us** of the **vehicle** within thirty days of obtaining **ownership**, or
 - b. Not **owned**, but held for sale by the **insured person**.
21. **Bodily injury** or **property damage** benefits paid or payable under the **Florida No-Fault Law**, as defined under Part B – Personal Injury Protection.
22. **Bodily injury** or **property damage** arising out of the operation of **non-owned autos** while being:
 - a. repaired,
 - b. serviced, or
 - c. usedby an **auto business**.
23. **Bodily injury** or **property damage** arising out of the operation of any **auto** or **trailer** that is rented:
 - a. For any **business** purposes.
 - b. For a period in excess of sixty consecutive days.
24. **Bodily injury** or **property damage** arising out of the operation of any **trailer**, which is **owned** by an **insured person**.
25. **Bodily injury** or **property damage** if the **insured person** is a willing and intentional participant in the commission of a **crime**. However, **we** will pay the minimum amounts required by the laws of the **state** where the **accident** occurs.

LIMITS OF LIABILITY - PART A ONLY

The maximum amount of damages **we** will pay is the policy limit stated on the **declaration page**.

We will pay these limits of liability as follows:

The **bodily injury** limit for "each person" is the most **we** will pay for all damages resulting from **bodily injury** sustained by one person in one **accident**.

The **bodily injury** limit for "each accident" is the most **we** will pay for all damages resulting from **bodily injury** sustained by more than one person in one **accident**.

The **bodily injury** limits include damages for derivative claims. Derivative claims include claims for:

1. Care,

2. Medical expenses,
3. Loss of services,
4. Loss of society,
5. Comfort,
6. Companionship,
7. Loss of consortium, and
8. Any other damages

in any way arising out of, or deriving from such **bodily injury**.

Damages for derivative claims will be payable only under the same "each person" limit of liability as the **bodily injury** from which they are derived.

The **property damage** limit for "each accident" is the most **we** will pay for all damages to property, including loss of use, in one **accident**.

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

1. **Autos** listed on the **declaration page**,
2. **Insured persons**,
3. Claims,
4. Claimants,
5. Policies, or
6. **Vehicles**

involved in the **accident**.

An **auto** and attached **trailer** are considered one **auto**. Therefore, **our** limits of liability will not be increased for any **accident** involving an **auto** which has an attached **trailer**.

Any payment **we** make under this coverage shall be excess insurance over benefits paid or payable under:

1. The **Florida No-Fault Law**, as defined under Part B – Personal Injury Protection,
2. Workers compensation insurance, or
3. Disability insurance, as applicable.

We will not cover punitive or exemplary damages.

We will:

1. Investigate,
 2. Negotiate,
 3. Settle, or
 4. Defend,
- any covered claim or action, as **we** consider appropriate.

Our duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgment or settlement.

We have no duty to settle or defend any claim or action that is not covered under the policy.

FEDERAL TORT CLAIMS ACT EXCLUSION - PART A ONLY

The following are not **insured person(s)** under Part A of the policy:

1. The United States of America or any federal agency, or
2. Any person for **bodily injury** or **property damage** resulting from a person acting in the scope of employment for the United States of America or any **federal agency** when the provisions of the Federal Tort Claims Act apply.

CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS - PART A ONLY

When **we** certify this policy as proof under a **state** financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

If **we** make a payment that **we** would not be required to make except for the provisions of this section of the policy, **you** agree to reimburse **us** for any such payment.

OUT OF STATE INSURANCE - PART A ONLY

If an **accident** covered under Part A - Liability Coverage takes place in any **state** or province other than the State of Florida, then **your** policy will provide:

1. Any higher specified financial responsibility liability limit if the **state** or province has a law requiring limits of liability for **bodily injury** or **property damage** higher than the limit shown in the **declaration page**.
2. At least the required minimum amounts and types of liability coverage if the **state** or province has a compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses an **auto** in that **state** or province.

However, if **you** did not buy **bodily injury** liability coverage from **us** under this policy, no coverage will be provided for **bodily injury** liability claims.

OTHER INSURANCE - PART A ONLY

If there is other applicable insurance, **we** will pay only **our** pro rata share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

However, any insurance **we** provide for a **vehicle** that **you** do not **own** shall be excess over any other collectible insurance.

Also, when **you** or a **relative** rent or lease an **auto**, the liability coverage provided by the lessor's policy shall be primary unless the rental or lease agreement includes a provision in the form specified in Florida Statute 627.7263, stating that **your** or a **relative's** liability insurance and personal injury protection insurance shall be primary.

If the rental or lease agreement includes such provision, **our** duty to pay damages under this Part, and **our** duty to defend **you** or a **relative** under this Part, shall be primary to any liability coverage provided by the lessor or **owner** for **your** or a **relative's** operation of that **auto**.

We have no duty to defend the lessor or **owner** of that **auto** under this Part.

No person shall be entitled to duplicate payments for the same element of loss.

PART B - PERSONAL INJURY PROTECTION

INSURING AGREEMENT

If **you** pay the premium for Personal Injury Protection coverage, **we** will pay to or for the benefit of the **insured person** those benefits that the **insured person** is entitled to receive pursuant to the **Florida No-Fault Law**, as the result of **bodily injury** sustained by an **insured person**.

Personal Injury Protection coverage benefits consist of:

1. **death benefits**;
2. Eighty percent of **medical benefits**; and
3. For **disability benefits**:
 - a. Sixty percent of **work loss**; and
 - b. One hundred percent of **disability benefits** other than **work loss**.

ADDITIONAL DEFINITIONS USED IN PARTS B & C

The definitions are amended as follows:

1. For the purpose of this Part, "**bodily injury**" means:
 - a. Sickness,
 - b. Disease, or

- c. Death arising out of the:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use of a **motor vehicle**.
- 2. For the purpose of this Part, “**own**” or “**owned**” or “**owner**” or “**ownership**” refers to the person who:
 - a. Holds the legal title to such **motor vehicle**;
 - b. Is a debtor having the right to possession, if such **motor vehicle** is the subject of a security agreement;
 - c. Is a lessee having the right to possession, if such **motor vehicle** is the subject of a lease which:
 - i. Has an option to purchase; and
 - ii. Is for a period of at least six months; or
 - d. Is a lessee having the right to possession, if such **motor vehicle** is the subject of a lease which
 - i. Does not have an option to purchase,
 - ii. Is for a period of at least six months, and
 - iii. Requires the lessee to secure insurance.
- 3. For the purpose of this part, **relative** means a person who:
 - a. Is related to **you** by:
 - i. Blood,
 - ii. Marriage, or
 - iii. Adoption, including a ward, stepchild or foster child; and
 - b. Usually makes her or his home in the same family unit, whether or not temporarily living elsewhere.

The following definitions are added:

“**Broker**” means any person not possessing a license under chapter 395, chapter 400, chapter 429, chapter 458, chapter 459, chapter 460, chapter 461, or chapter 641 who charges or receives compensation for any use of medical equipment and is not the 100-percent owner or the 100-percent lessee of such equipment. For purposes of this section, such owner or lessee may be an individual, a corporation, a partnership, or any other entity and any of its 100-percent-owned affiliates and subsidiaries. For purposes of this definition, the term “lessee” means a long-term lessee under a capital or operating lease, but does not include a part-time lessee. The term “**broker**” does not include a hospital or physician management company whose medical equipment is ancillary to the practices managed, a debt collection agency, or an entity that has contracted with the insurer to obtain a discounted rate for such services; nor does the term include a management company that has contracted to provide general management services for a licensed physician or health care facility and whose compensation is not materially affected by the usage or frequency of usage of medical equipment or an entity that is 100-percent owned by one or more hospitals or physicians. The term “**broker**” does not include a person or entity that **certifies**, upon request of an insurer, that:

1. It is a clinic licensed under Florida Statutes 400.990-400.995;
2. It is a 100-percent owner of medical equipment; and
3. The owner’s only part-time lease of medical equipment for personal injury protection patients is on a temporary basis not to exceed 30 days in a 12-month period, and such lease is solely for the purposes of necessary repair or maintenance of the 100-percent-owned medical equipment or pending the arrival and installation of the newly purchased or a replacement for the 100-percent-

owned medical equipment, or for patients for whom, because of physical size or claustrophobia, it is determined by the medical director or clinical director to be **medically necessary** that the test be performed in medical equipment that is open-style. The leased medical equipment cannot be used by patients who are not patients of the registered clinic for medical treatment of services. Any person or entity making a false certification under this provision commits insurance fraud as defined in Florida Statute 817.234. However, the 30-day period provided in this paragraph may be extended for an additional 60 days as applicable to magnetic resonance imaging equipment if the owner **certifies** that the extension otherwise complies with this paragraph.

“**Certify**” or “**Certifies**” means to swear or attest to being true or represented in writing.

“**Commercial Motor Vehicle**” means any self-propelled **vehicle**:

1. with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida, or
2. any trailer or semitrailer designed for use with such **vehicle**;

which is not a **private passenger motor vehicle**.

The term **commercial motor vehicle** does not include a mobile home or any **vehicle** which is:

1. used in mass transit, other than public school transportation,
2. designed to transport more than five passengers exclusive of the operator of the **commercial motor vehicle**, and
3. **owned** by a municipality, a transit authority, or a political subdivision of Florida.

“**Death Benefits**” means benefits payable when an **insured person** dies as a result of **bodily injury**.

“**Disability Benefits**” means:

1. **Work Loss**; and
2. All expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the **insured person** would have performed without income for the benefit of his or her household.

“**Entity wholly owned**” means a proprietorship, group practice, partnership, or corporation that provides health care services rendered by licensed health care practitioners and in which licensed health care practitioners are the business owners of all aspects of the business entity, including, but not limited to, being reflected as the business owners on the title or lease of the physical facility, filing taxes as the business owners, being account holders on the entity’s bank account, being listed as the principals on all incorporation documents required by this state, and having ultimate authority over all personnel and compensation decisions relating to the entity. However, this definition does not apply to an entity that is wholly owned, directly or indirectly, by a hospital licensed under Florida Statute chapter 395.

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

1. Serious jeopardy to patient health.
2. Serious impairment to bodily functions.
3. Serious dysfunction of any bodily organ or part.

“Florida No-Fault Law” means the Florida Motor Vehicle No-Fault Law as amended.

“Insured motor vehicle” means a **motor vehicle** that is **owned** by **you** and for which security is required to be maintained under the **Florida No-Fault Law**, and a premium is charged by **us**.

“Insured person” means

1. **You** or any **relative** while:
 - a. **occupying** a **motor vehicle**, or
 - b. when struck by a **motor vehicle** as a **pedestrian**, or
2. Any other person while:
 - a. **occupying** the **insured motor vehicle**, or
 - b. a **pedestrian** struck by the **insured motor vehicle**.

“Lawful” or **“lawfully”** means in substantial compliance with all relevant applicable criminal, civil, and administrative requirements of state and federal law related to the provision of medical services or treatment.

“Medical Benefits” means all reasonable expenses for **medically necessary** medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital, and nursing services if the individual receives initial services and care pursuant to subparagraph 1., below, within 14 days after the **accident**. The **medical benefits** provide reimbursement only for:

1. Initial services and care that are **lawfully** provided, supervised, ordered, or prescribed by a physician licensed under Florida Statutes, chapter 458 or Florida Statutes, chapter 459, a dentist licensed under Florida Statutes, chapter 466, or a chiropractic physician licensed under Florida Statutes, chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of Florida Statutes, chapter 401 which provides emergency transportation and treatment.
2. Upon referral by a provider described in subparagraph 1., above, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to subparagraph 1., above, which may be provided, supervised, ordered, or prescribed only by a physician licensed under Florida Statutes, chapter 458 or Florida Statutes, chapter 459, a chiropractic physician licensed under Florida Statutes, chapter 460, a dentist licensed under Florida Statutes, chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under Florida Statutes, chapter 458 or Florida Statutes, chapter 459 or an advanced registered nurse practitioner licensed under Florida Statutes, chapter 464. Follow-up services and care may also be provided by any of the following persons or entities:
 - a. A hospital or ambulatory surgical center licensed under Florida Statutes, chapter 395.
 - b. An **entity wholly owned** by one or more physicians licensed under Florida Statutes, chapter 458 or Florida Statutes, chapter 459, chiropractic physicians licensed under Florida Statutes, chapter 460, or dentists licensed under Florida Statutes, chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners.

- c. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
 - d. A physical therapist licensed under Florida Statutes, chapter 486, based upon a referral by a provider described in this subparagraph.
 - e. A health care clinic licensed under part X of Florida Statutes, chapter 400 which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or
 - i. Has a medical director licensed under Florida Statutes, chapter 458, Florida Statutes, chapter 459, or Florida Statutes, chapter 460;
 - ii. Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - iii. Provides at least four of the following medical specialties:
 - (1) General medicine.
 - (2) Radiography.
 - (3) Orthopedic medicine.
 - (4) Physical medicine.
 - (5) Physical therapy.
 - (6) Physical rehabilitation.
 - (7) Prescribing or dispensing outpatient prescription medication.
 - (8) Laboratory services.
3. **Medical benefits** do not include massage as defined in Florida Statute 480.033 or acupuncture as defined in Florida Statute 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for **medical benefits** under this section.

“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:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate in terms of type, frequency, extent, site, and duration; and:

Not primarily for the convenience of the patient, physician, or other legal health care provider.

“Motor Vehicle” means any self-propelled **vehicle**:

1. with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida, or
2. any trailer or semitrailer designed for use with such **vehicle**.

This includes:

1. a **private passenger motor vehicle**, and;
2. a **commercial motor vehicle**.

The term **motor vehicle** does not include a mobile home or any **motor vehicle** which is:

1. used in mass transit, other than public school transportation,

2. designed to transport more than five passengers exclusive of the operator of the **motor vehicle**, and
3. **owned** by a municipality, a transit authority, or a political subdivision of the **state**.

“**Private Passenger Motor Vehicle**” means any self-propelled **vehicle**:

1. with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida, or
2. any trailer or semitrailer designed for use with such **vehicle**.

This includes:

1. any **motor vehicle** which is a sedan, station wagon, or jeep-type **vehicle**, and,
2. a **motor vehicle** of the pickup, panel, van, camper, or motor home type, if not used primarily for occupational, professional, or **business** purposes.

The term **private passenger motor vehicle** does not include a mobile home or any **vehicle** which is:

1. used in mass transit, other than public school transportation,
2. designed to transport more than five passengers exclusive of the operator of the **private passenger motor vehicle**, and
3. **owned** by a municipality, a transit authority, or a political subdivision of the **state**.

“**Work Loss**” means any loss of:

1. gross income; and
2. earning capacity;

per **insured person**.

This loss must result from an inability to work proximately caused by the **bodily injury** sustained by the **insured person**.

However, **work loss** does not include any loss after the death of an **insured person**.

ADDITIONAL TERMS AND CONDITIONS – PARTS B & C

1. An **insured person** requesting coverage under this section must, when and as often as we reasonably require, provide to **us** or authorize **us** to obtain any pertinent records, at **our** sole discretion.

We may use a third party vendor of **our** choice to obtain such records.

Such records include, but are not limited to:

- a. Medical records.
 - b. Records relating to any **disability benefits**,
 - c. Records relating to any claims for **death benefits**, and
 - d. Any other information **we** deem necessary to substantiate **your** claim.
2. A **self employed** person claiming **work loss**, must promptly provide **us** with copies of:
 - a. Financial records as **we** reasonably require, and
 - b. A sworn affidavit setting forth the exact dollar amount claimed as lost wages.
 3. An **insured person** making a claim for Personal Injury Protection coverage must submit to examinations under oath. Submitting to such examinations is a condition precedent to receiving benefits.
 4. An **insured person** making a claim for Personal Injury Protection coverage shall, upon **our** request, submit to

mental or physical examination by a physician or physicians.

The costs of any examinations requested by **us** shall be borne entirely by **us**. **We** shall select the examining doctors.

If requested, **we** will provide a copy of the medical report to the person examined.

An **insured person's** refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the **insured person's** refusal or failure was unreasonable.

In such cases, **we** will not be liable for benefits subsequent to the refusal to submit to or failure to appear at the first examination. This includes benefits that would otherwise be payable under the **Florida No-Fault Law**.

We will not pay any of the following:

1. Any charge or claim made by or on behalf of a clinic who is:
 - a. Required to be licensed with the Agency For Health Care Administration but is not so licensed; or
 - b. otherwise operating in violation of the Florida Health Care Clinic Act or the **Florida No-Fault Law**.
2. Any charge or claim made by or on behalf of a licensed legal health care provider who:
 - a. Was regulated by the State of Florida at the time services were rendered, and
 - b. Whose services were performed in violation of the:
 - i. rules,
 - ii. regulations, and
 - iii. laws
 regulating the licensed legal health care provider's conduct.
3. Any charge or claim:
 - a. Made by a **broker** or by a person making a claim on behalf of a **broker**;
 - b. For any service or treatment that was not **lawfully** rendered;
 - c. By any person, or legal entity who knowingly submits a false or misleading statement or bill relating to the claim or charges;
 - d. With respect to a bill or statement that does not meet the applicable requirements of Florida Statute;
 - e. For any service or treatment that is billed for at a code that, if paid, would result in a higher reimbursement than the service actually performed;
 - f. For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment are:
 - i. Actually rendered by the physician, or
 - ii. Rendered incident to the physician's professional services;
 - g. For treatment or services rendered by a person, or legal entity without the requisite medical qualifications;
4. Any charge or claim for **medical benefits** by a person or legal entity that is not in full compliance with the requirements of the **Florida No-Fault Law**, with regards to the:
 - a. treatment,
 - b. services,
 - c. supplies, or
 - d. care
 that were rendered; or

5. Any charge or claim for **medical benefits** that were rendered by a person or legal entity in violation of any other law or ordinance in effect at the location and at the time the:
 - a. treatment,
 - b. services,
 - c. supplies, or
 - d. care
 were rendered.
6. Any amounts payable under this coverage shall not duplicate any **medical benefits** an **insured person** has recovered or is entitled to recover for the same elements of loss under any workers' compensation law of any **state** or the Federal Government.
7. Any charge or claim for **medical benefits** if the **accident** or its consequences were:
 - a. Intended by the **insured person**, or
 - b. Could have reasonably been expected from the viewpoint of the **insured person**.

For an **insured person** seeking Personal Injury Protection Coverage, if the **insured person** is charged with committing a felony, **we** shall withhold benefits until, at the trial level, the criminal charge is noted with a formal entry on the record that the prosecution will not prosecute the charge, dismissed, or the **insured person** is acquitted, then **we** will pay proper claims that were withheld within thirty days of the date that **we** are notified in writing of such action.

Whenever a medical provider, assignee, or their legal representative agrees to a reduction of **medical benefits** charged, any co-payment owed by an **insured person** will also be reduced.

The **insured person** shall not be responsible for payment of any reductions applied by **us**.

EXCLUSIONS – PARTS B & C

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

1. **We** do not provide Personal Injury Protection Coverage to an **insured person** under the following circumstances:
 - a. While operating the **insured motor vehicle** without **your** express or implied consent.
 - b. If that **insured person's** conduct contributed to his or her **bodily injury** while:
 - i. intentionally causing **bodily injury** to himself, or
 - ii. committing a **crime**.
 - c. To any person, other than **you**, if the person is the **owner** of a **motor vehicle** with respect to which security is required under the **Florida No-Fault Law**.
 - d. Other than **you** or any **relative**, who is entitled to benefits that are properly payable under the **Florida No-Fault Law** from:
 - i. a person who **owns** a **motor vehicle**, which is not an **insured motor vehicle** under this policy, or
 - ii. that **motor vehicle owner's** policy
 - e. Who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.
 - f. To **you** or a dependent resident **relative** for **work loss** if the **declaration page** indicates such coverage does not apply.

2. **We** do not provide coverage under Part B – Personal Injury Protection for:
 - a. **You** or any **relative** while **occupying a motor vehicle** which:
 - i. Is **owned** by **you**, and
 - ii. Is not an **insured motor vehicle** under this policy; or
 - b. Any **pedestrian**, other than **you** or any **relative** who is not a legal resident of Florida.

CHARGES FOR TREATMENT OF INJURED PERSONS – PARTS B & C

1. **We** will limit reimbursement of **medical benefits** to 80 percent of a properly billed reasonable charge, but in no event will **we** pay more than 80 percent of the following schedule of maximum charges:
 - a. For emergency transport and treatment by providers licensed under Chapter 401, Florida, Statutes:
 - i. 200 percent of Medicare;
 - b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes:
 - i. 75 percent of the hospital's usual and customary charges;
 - c. For emergency services and care:
 - i. as defined by Florida Statute 395.002(9),
 - ii. provided in a facility licensed under Chapter 395, Florida Statutes,
 - iii. rendered by a physician or dentist, and
 - iv. related hospital inpatient services rendered by a physician or dentist,
 the usual and customary charges in the community.
 - d. For hospital inpatient services, other than emergency services and care:
 - i. 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 - e. For hospital outpatient services, other than emergency services and care:
 - i. 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 - f. For all other medical:
 - i. services,
 - ii. supplies, and
 - iii. care:

200 percent of the allowable amount under:

 - i. the participating physicians fee schedule of Medicare Part B, except as provided in (ii.) and (iii.) below;
 - ii. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories;
 - iii. The Durable Medical Equipment Prosthetics/Orthotics and supplies fee schedule of Medicare Part B, in the case of durable medical equipment.
 However, for:
 - i. services,
 - ii. supplies, or
 - iii. care:

not reimbursable under Medicare Part B, **we** will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under:

- i. Florida Statute 440.13, and
- ii. rules adopted thereunder which are in effect at the time such:
 - (1) services,
 - (2) supplies, or
 - (3) careis rendered.

Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

For the purposes of the above, the applicable fee schedule or payment limitation under Medicare:

1. is the fee schedule or payment limitation in effect on March 1 of the year in which the:
 - a. services,
 - b. supplies, or
 - c. careis rendered, and for the area in which such:
 - a. services,
 - b. supplies, or
 - c. careis rendered, and applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation; and
2. will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical:
 - a. services,
 - b. supplies, or
 - c. caresubject to Medicare Part B.

We will use and apply at **our** election:

1. the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services; and
 2. applicable modifiers;
- to determine the appropriate amount of reimbursement for medical:
1. treatment,
 2. services,
 3. supplies, or
 4. care
- if the coding policy or payment methodology does not constitute a utilization limit.

LIMITS OF LIABILITY - PART B ONLY

The total limit of benefits that are properly payable under the **Florida No-Fault Law** for any **insured person** who sustains **bodily injury** in any one **accident** shall be:

1. \$10,000 for **medical benefits** and **disability benefits** combined; and
2. \$5,000 for **death benefits**.

Our limit of liability available for reimbursement for **medical benefits** is:

1. \$10,000 if a physician licensed under Florida Statutes, chapter 458 or Florida Statutes, chapter 459, a dentist licensed under Florida Statutes, chapter 466, a physician assistant licensed under Florida Statutes, chapter 458 or Florida Statutes, chapter 459, or an advanced registered

nurse practitioner licensed under Florida Statutes, chapter 464 has determined that the **insured person** had an **emergency medical condition**.

2. \$2,500 if any provider listed in paragraphs 1. or 2. of the **medical benefits** definition determines that the **insured person** did not have an **emergency medical condition**.

Death benefits are in addition to the **medical benefits** and **disability benefits** provided under the insurance policy.

We may pay **death benefits** to the executor or administrator of the **insured person**, to any of the **insured person's** relatives by blood, legal adoption, or marriage, or to any person appearing to the insurer to be equitably entitled to such benefits.

These limits shall apply regardless of the number of:

1. **Insured persons**,
2. Policies or bonds applicable,
3. **Motor vehicles** involved,
4. Claims made,
5. Covered **motor vehicles**, or
6. Lawsuits.

The deductible amount shown on the **declaration page** will apply to 100% of the **medical benefits** and **disability benefits** afforded to an **insured person** for whom coverage applies under the terms and conditions of policy Part B – Personal Injury Protection.

The deductible amount will apply to each and every **insured person** individually. If the total amount of **medical benefits** and/or **disability benefits** exceeds the deductible amount, we will owe no more than the difference between the deductible amount and the total amount of **medical benefits** and/or **disability benefits** incurred, subject to the policy limits and the terms and conditions outlined in policy Part B – Personal Injury Protection.

For **medical benefits**, we will subtract the deductible amount from all reasonable and necessary medical billing after the application of any limitations applicable to policy Part B- Personal Injury Protection, including the schedule identified in Parts B & C – Charges for Treatment of Injured Persons that defines maximum charges or fee limitations for medical billing.

If the total amount of **medical benefits** and **disability benefits** exceeds the deductible, the total limit of benefits that **we** are obligated to pay shall then be based on the difference between such deductible amount and the total amount of **medical benefits** and **disability benefits** incurred, subject to the limit of benefits.

The deductible shall not apply to **death benefits**.

If two or more insurers are required to pay benefits that are properly payable under the **Florida No-Fault Law** for the same injury to any **insured person**, the maximum payable shall be the limit of benefits.

Any insurer paying **medical benefits** shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

LEGAL ACTION AGAINST US – PARTS B & C

Legal action may not be made against **us** unless there is full compliance with all terms of this policy.

Legal action may not be made against **us** until:

1. the claim is overdue, including any additional time **we** have to pay the claim pursuant to the **Florida No-Fault Law**, as defined under Part B – Personal Injury Protection;
2. written notice of an intent to initiate litigation is provided to **us**; and
3. within 30 days after receipt of such notice by **us**, **we** have not:
 - a. paid the overdue claim specified in the notice; or
 - b. agreed to pay in the future for treatment that has not yet been rendered.

Such written notice must be in compliance with all provisions of Florida Statute 627.736(10).

OUT OF STATE INSURANCE – PART B ONLY

We will not provide any coverage under this part for any no-fault law or other similar law of any other **state** or province.

OTHER INSURANCE – PARTS B & C

We shall not be required to make duplicate payments under this coverage for the benefit of the injured person for whom benefits have already been paid by another insurer or self-insurer under the **Florida No-Fault Law**.

SPECIAL PROVISION FOR RENTED OR LEASED VEHICLES – PARTS B & C

If an **insured person** sustains **bodily injury** while:

1. **Occupying**, or
2. Struck by

a **motor vehicle** rented or leased under a rental or lease agreement, the lessor's policy shall be primary for benefits that are properly payable under the **Florida No-Fault Law**.

This provision 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 liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

POLICY TERRITORY – PARTS B & C

Coverage applies only to:

1. **Accidents** which occur during the policy period in the State of Florida, and
2. As to **you** or a **relative** while **occupying** the **insured motor vehicle** outside the State of Florida but within the United States of America, its territories or possessions, or Canada.

MODIFICATION OF POLICY COVERAGES – PARTS B & C

Any:

1. Medical payments coverage,
2. Uninsured motorist coverage, or
3. Underinsured motorist coverage

afforded by this policy shall be excess over any Personal Injury Protection benefits that:

1. Are paid,
2. Are payable, or
3. Would be available but for the application of a deductible.

PROVISIONAL PREMIUM – PART B ONLY

If any provision of the **Florida No-Fault Law** is found to be unconstitutional, resulting in a change in the:

1. Rules,

2. Rates,
3. Rating plan,
4. Premiums, or
5. Minimum premium

applicable to this coverage, the premium stated on the **declaration page** is provisional and subject to recomputation.

This applies to the premium shown for any:

1. Bodily injury liability,
2. Property damage liability,
3. Medical payments and
4. Uninsured/underinsured motorist coverages.

If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to **you** pursuant to the **Florida No-Fault Law** with respect to insurance afforded under a previous policy.

If the recomputed premium exceeds the premium stated on the **declaration page**, **you** shall pay **us** the excess as well as the amount of any return premium previously credited or refunded.

TERMS OF POLICY CONFORMED TO STATUTES – PART B ONLY

Terms of this policy that conflict with the **Florida No-Fault Law** are hereby amended to conform to such law, in accordance with Florida Statute 627.7311.

In no case shall the coverage and/or payments provided under this policy exceed the limitations contained within the **Florida No-Fault Law**.

SUBROGATION AND REIMBURSEMENT – PARTS B & C

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

That person shall:

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

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

1. **Occupying**, or
2. A **pedestrian** struck by,

a **commercial motor vehicle**, as defined in the **Florida No-Fault Law**, **we** shall be entitled to reimbursement from:

1. The person or entity who **owns** such **motor vehicle**, or
2. That person's or entity's insurer

to the extent of **our** payment.

This provision shall not apply to a **motor vehicle** licensed and used as a taxicab.

PART C - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay a premium for Medical Payments Coverage, **we** will pay 80% of **medical benefits** not exceeding the limits shown on the **declaration page**, incurred as a result of **bodily injury** caused by an **accident** and sustained by an **insured person**.

Medical benefits payable under Medical Payments Coverage are subject to the following provisions found under Part B – Personal Injury Protection:

1. Additional Definitions Used in Parts B & C
2. Additional Terms and Conditions – Parts B & C
3. Exclusions – Parts B & C
4. Charges for Treatment of Insured Persons – Parts B & C
5. Legal Action Against Us – Parts B & C
6. Other Insurance – Parts B & C
7. Special Provision for Rented or Leased Vehicles – Parts B & C
8. Policy Territory – Parts B & C
9. Modification of Policy Coverages – Parts B & C
10. Subrogation and Reimbursement – Parts B & C

We will pay only those **medical benefits** that are payable under Part B – Personal Injury Protection, but are not paid due to:

1. The 20% of expenses that are not paid because of the **medical benefits** 80% limitation, or
2. The exhaustion of Personal Injury Protection benefits.

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this Part:

1. “**Accident**” means an occurrence involving any **insured person** which involves the actual physical impact of **the insured auto** with another object.
Accidental physical impact with the roadway or ground is included as actual physical impact with another object.
An **insured person** being struck by an **auto** shall also be an **accident**.
2. “**Insured person**” means,
 - a. While **occupying** or struck by an **auto**:
 - i. **You**, or
 - ii. Any **relative**; or
 - b. Any person **occupying the insured auto** who sustains **bodily injury** caused by an **accident**.

ADDITIONAL TERMS AND CONDITIONS - PART C ONLY

We will not provide any coverage under this part until all **medical benefits**, available from all sources, have been exhausted.

Any amounts payable to an **insured person** under this Part shall be excess over any:

1. **Medical benefits** paid, payable or which may be available under Part B – Personal Injury Protection,
2. Deductible under Part B – Personal Injury Protection, and
3. Workers’ compensation benefits paid or payable or which may be available.

We will pay only for those injuries discovered and treated within one year from the date of the **accident**.

We may, at **our** option, make payment to one or more of the following:

1. The **insured person**.
2. The **insured person’s** surviving **spouse**.
3. A parent or guardian of the **insured person**, if the **insured person** is a minor or an incompetent person.
4. Any person authorized by law to receive such payment.
5. Any person or organization that provides the medical services and accepts an Assignment of Benefits from the **insured person**.

We do not provide Medical Payments Coverage for claims, charges or benefits:

1. For any service or treatment that was not **lawfully** rendered;

2. To any person or legal entity who knowingly submits a false or misleading statement relating to the claim or charges;
3. For any service or treatment that is billed for at a code that, if paid, would result in a higher reimbursement than the service actually performed;
4. For any medical services or treatment billed by a physician unless such services or treatment are:
 - a. Actually rendered by the physician, or
 - b. Rendered incident to the physician’s professional services;
5. For treatment or services rendered by a legal health care provider without the proper medical qualifications; or
6. For any invalid diagnostic test as determined by the Florida Department of Health.
7. Made by or on behalf of a **broker** or intermediary.
8. Made by or on behalf of a legal health care provider that is:
 - a. required to be licensed with the Agency For Health Care Administration, and
 - b. is not so licensed.
9. Made by or on behalf of a legal health care provider operating in violation of the Florida Health Care Clinic Act.
10. Made by or on behalf of a legal health care provider whose services were performed in violation of the laws regulating the legal health care provider’s conduct.
11. For mileage cost for use of a personal **vehicle**.
12. For any interest charges.

IF YOU OR YOUR ASSIGNEE DOES NOT AGREE WITH OUR PAYMENT, YOU OR YOUR ASSIGNEE MUST NOTIFY US IN WRITING WITHIN NINETY DAYS OR AS SOON AS PRACTICABLE.

EXCLUSIONS – PART C ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide coverage for injury:

1. That results from:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Fallout.
2. Covered by a nuclear energy liability policy.
This applies even if the limits of that policy are exhausted.
3. Arising out of the operation of:
 - a. Equipment or
 - b. Machinery
not listed on the **declaration page**.
This exclusion does not apply to an **auto** or a **trailer**.
4. Sustained while **occupying** any motorized motor **vehicle**, which operates on rails or crawler treads.
5. Sustained while **occupying** any motorized motor **vehicle**, which is designed for use primarily off public roads.
6. Arising out of the:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use
of any **vehicle** with less than four wheels.
7. Resulting from the:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use

- of a **vehicle** in any **racing** event.
8. Sustained while **occupying** an **auto** while it is:
 - a. Rented to, or
 - b. Leased to others by an **insured person**.
 9. Sustained while:
 - a. Fleeing or attempting to elude detention by a law enforcement officer, or
 - b. In the commission of a **crime** where an **insured person** willingly and intentionally participates.
 10. Resulting from the:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use of a **vehicle** by a person employed or engaged in any **business** other than an **auto business**. This exclusion does not apply if **business** use of the **insured auto** has been declared and an additional premium has been paid.
 11. Incurred while **the insured auto** is being:
 - a. Leased, or
 - b. Rented to others.
 12. Sustained while **occupying the insured auto** located for use or being used as a residence or premises.
 13. Sustained by:
 - a. **You**, or
 - b. A **relative** while **the insured auto** is being operated by any **relative** unless **you** have notified **us** of the operator within thirty days of becoming a **relative**.
 14. Sustained as a result of the operation of **the insured auto** by someone other than **you** or a **relative**.
 15. Caused by:
 - a. War (declared or undeclared),
 - b. Civil war,
 - c. Insurrection,
 - d. Rebellion, or
 - e. Revolution.
 16. Occurring during the course of employment if benefits are payable or available under a workers' compensation law or similar law.

LIMITS OF LIABILITY - PART C ONLY

We will pay no more than the limit of liability shown for this coverage on the **declaration page** to or for the benefit of each **insured person** as the result of any one **accident**, regardless of the number of:

1. **Vehicles** listed on the **declaration page**,
2. **Insured persons**,
3. Claims,
4. Claimants,
5. Policies, or
6. **Vehicles** involved in the **accident**.

Coverage under this Part may apply towards payment of any applicable co-payment under Part B – Personal Injury Protection, but shall not apply to payment of any amount within the applicable Personal Injury Protection deductible.

In no event will an **insured person** be entitled to receive duplicate payments for the same element of loss.

DUTIES IN THE EVENT OF SUIT - PART C ONLY

If an **insured person** is sued by a medical services provider because **we** refuse to pay **medical benefits** that are not:

1. **Medically necessary**, or
2. Required to be paid by the **insured person** or **us** under the **Florida No-Fault Law**,

we will pay resulting defense costs and any resulting judgment against the **insured person**.

We will choose the counsel.

The **insured person** must cooperate with **us** in the defense of any claim or lawsuit.

If **we** require **you** to attend any hearings or trials, **we** will pay a maximum of \$50 per day for loss of earnings from any source.

We will reimburse any other reasonable costs an **insured person** incurs at **our** request.

To receive an additional benefit under this section, **you** must submit a claim and provide proof of entitlement.

OTHER INSURANCE - PART C ONLY

If there is other applicable insurance, **we** will pay only **our** pro rata share of the loss.

Our share is the proportion that **our** limit of liability bears to the total of all applicable limits.

However, any insurance **we** provide for a **vehicle** that **you** do not **own** shall be excess over any other collectible insurance.

PART D - UNINSURED / UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT

If **you** pay the premium for **uninsured/underinsured motorist** coverage, **we** will pay damages which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by such **insured person**.

The **bodily injury** must arise out of the:

1. **Ownership**,
2. Maintenance, or
3. Use

of the **uninsured motor vehicle**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by any resulting judgment.

ADDITIONAL DEFINITIONS USED IN PART D ONLY

As used in this Part:

1. "**Insured person**" means:
 - a. While **occupying** or struck by an **auto**:
 - i. **You**,
 - ii. A **relative**,
 - b. Any person **occupying the insured auto**, or
 - c. Any person entitled to recover damages because of injury to a person described under a. or b.
2. "**Uninsured Motor Vehicle**" means a land **vehicle** or **trailer** of any type, which is any of the following:
 - a. Not insured by a bodily injury liability bond or policy at the time of the **accident**.
 - b. Insured by a bodily injury liability bond or policy at the time of the **accident**, but the bodily injury liability limit is less than the minimum limit for liability required by the financial responsibility law of Florida.

- c. A hit-and-run or phantom **vehicle** whose operator or **owner** cannot be identified and which hits or causes an **accident** without hitting:
 - i. **You** or any **relative**;
 - ii. An **auto** which **you** or any **relative** are **occupying**; or
 - iii. **The insured auto**.

If there is no physical contact with the hit-and-run or phantom **vehicle**, the existence of such unknown motorist must be established by corroborating evidence given by an independent and disinterested eyewitness who is not making a claim under this or any similar coverage.

Accidents caused by a hit-and-run or phantom **vehicle** must be reported to the police within forty-eight hours of their occurrence to be covered under this Part, or as soon as practicable.

- d. Insured by a bodily injury liability bond or policy at the time of the **accident**, but such policy excludes liability coverage for **bodily injury** sustained by:
 - i. **you**, or
 - ii. a **relative**
 while **occupying** the **insured auto** operated by a person other than:
 - i. **you**, or
 - ii. a **relative**.
- e. An underinsured motor vehicle. "**Underinsured motor vehicle**" means a land vehicle or trailer of any type to which a:
 - i. bodily injury liability bond, or
 - ii. bodily injury policy
 applies at the time of the **accident** but its limit for bodily injury liability is less than the applicable damages the **insured person** is legally entitled to recover.
- f. Insured by a:
 - i. bodily injury liability bond, or
 - ii. bodily injury liability policy
 at the time of the **accident**, but the insurer denies coverage or is or becomes insolvent.

Uninsured motor vehicle does not include any **vehicle** or equipment:

- a. **Owned** by or furnished or available for the regular use of **you** or a **relative**, except as provided in item 2.d. above,
- b. Operated on rails or crawler treads,
- c. Designed mainly for use off public roads, except while on public roads,
- d. While located for use or being used as a residence or premises, or
- e. **Owned** by any governmental unit or agency.

EXCLUSIONS - PART D ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for **bodily injury** sustained by any person:

- 1. If that person or his or her legal representative settles the **bodily injury** claim without **our** consent.
This exclusion does not apply:

- a. To a settlement made with an insurer of an **underinsured motor vehicle**, if **we** fail to respond within thirty days to **your** request for authority to settle with the at-fault party. **Your** request must be sent to **us** by certified or registered mail.
 - b. To a settlement that does not prejudice **our** right to recover payment.
- 2. While **occupying the insured auto** when it is being used to carry:
 - a. persons, or
 - b. property, including:
 - i. magazines,
 - ii. newspapers,
 - iii. food, or
 - iv. any other product,
 for a charge or consideration.
This exclusion does not apply to shared-expense car pools.
 - 3. While using a **vehicle** without the **owner's** express or implied permission.
 - 4. If such coverage would apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation law, disability law, or any similar law.
 - 5. Resulting from the use of any **vehicle** for **racin**g.
 - 6. Resulting from the:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use
 of **the insured auto** by a person who is a regular and frequent user of **the insured auto** but is not disclosed to **us** within thirty days of becoming a regular user.
 - 7. If the **bodily injury** resulted from the:
 - a. **Ownership**,
 - b. Maintenance, or
 - c. Use
 of any **vehicle** designed mainly for use off public roads, except while on public roads.
 - 8. If the **bodily injury** was sustained while a **vehicle** is used by a person while in the course and scope of employment, or engaged in any **business**.
This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**.
This exclusion does not apply if **business** use of **the insured auto** has been declared and an additional premium has been paid.

LIMITS OF LIABILITY - PART D ONLY

If **you** have elected stacked uninsured motorist coverage, the following limits of liability shall apply:

- 1. The amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person.
 - a. When the limits of two or more **insured autos** are stacked, the most **we** will pay for all damages due to **bodily injury** to one **insured person** is the sum of the "each person" limits for each **insured auto** shown on the **declaration page**.
- 2. Subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or **insured persons** in any one **accident**.
 - a. When the limits of two or more **insured autos** are stacked, the most **we** will pay for all damages due to **bodily injury** to two or more **insured persons** in any one **accident** is the sum of the "each accident" limits

for each **insured auto** shown on the **declaration page**.

If **you** have elected non-stacked uninsured motorist coverage, the following limits of liability shall apply:

1. The amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person.
2. Subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or **insured persons** in any one **accident**.

We will pay no more than these maximum amounts regardless of the number of:

1. **Vehicles** or premiums shown on the **declaration page**,
2. **Insured persons**,
3. Claims,
4. Claimants,
5. Policies, or
6. **Vehicles** involved in the **accident**.

We will not pay punitive or exemplary damages.

We will not pay damages for:

1. Pain,
2. Suffering,
3. Mental anguish, and
4. Inconvenience

unless the **bodily injury** sustained is described in Florida Statute §627.737(2).

Any amounts otherwise payable for damages under this coverage shall be excess over benefits available to an **insured person**:

1. Under any workers' compensation law,
2. Under any personal injury protection benefits coverage,
3. Under any disability benefits law or similar law,
4. Under any automobile medical payments coverage,
5. Under any motor vehicle liability insurance coverages,
6. From the **owner** or operator of the **uninsured motor vehicle**, or
7. From any person or organization jointly or severally liable for the **accident** together with such **owner** or operator of the **uninsured motor vehicle**.

Any payment under this coverage shall reduce any amount an **insured person** is entitled to recover under Part A - Liability Coverage of this policy for the same element of loss.

OTHER INSURANCE - PART D ONLY

If there is other applicable insurance, **we** will pay only **our** pro rata share of the loss.

Our share is the proportion that **our** limit of liability bears to the total of all applicable limits.

However, any insurance **we** provide for a **vehicle** that **you** do not **own** shall be excess over any other collectible insurance.

No person shall be entitled to duplicate payments for the same element of loss.

ADDITIONAL DUTY - PART D ONLY

An **insured person** seeking coverage under this policy because of an **underinsured motor vehicle** must 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 person** and the insurer of the **underinsured motor vehicle** and allow **us** thirty days to advance payment to that **insured person** in an amount equal to the tentative settlement to preserve

our rights against the insurer, **owner**, or operator of such **underinsured motor vehicle**.

PART E - COVERAGE FOR DAMAGE TO THE INSURED AUTO

INSURING AGREEMENT

If **you** pay the premium for **comprehensive** coverage, **we** will pay for direct and **accidental comprehensive loss** to **the insured auto**, including equipment that is not **Custom or Additional equipment**, less any applicable **deductible** for each separate **loss**.

The **comprehensive deductible** amount shall not apply to **loss** or damage to the windshield of **the insured auto**.

If **you** pay the premium for **collision** coverage, **we** will pay for direct and **accidental loss** to **the insured auto**, including equipment which is not **Custom or Additional equipment**, caused by **collision**, less any applicable **deductible** for each separate **loss**.

The insured auto must be operated by, or in the care or custody of, an **authorized driver** at the time of the **loss**.

We will pay only for damages, which **we** are able to inspect prior to repairs being commenced, unless emergency repairs are necessary to minimize further damages and/or expenses.

In the event emergency repairs are effected, **we** require photographs of the damaged area(s) along with a complete itemized estimate of repair and payment receipt.

ADDITIONAL DEFINITIONS USED IN PART E ONLY

1. "**Actual cash value**" means market value at the time of the **loss** based on:
 - a. vehicle mileage,
 - b. age,
 - c. condition,
 - d. original optional equipment, and
 - e. comparable **vehicles** available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships.

Actual cash value includes adjustments for **depreciation** and/or **betterment**.
2. "**Aftermarket parts**" means replacement **auto** parts not made by:
 - a. the original manufacturer of the motor **vehicle**, or
 - b. a manufacturer authorized by the original manufacturer to use its name or trademark.
3. "**Amount necessary**" means the lowest cost for repairs and replacement parts **we** can obtain from a competent repair facility in the same community.
4. "**Authorized driver**" means:
 - a. **You**,
 - b. Any other person listed on the application or added by endorsement during the policy term prior to a **loss**, or
 - c. Any other person who:
 - i. has **your** express or implied permission to use **the insured auto**, and
 - ii. is not a regular user of **the insured auto**, unless such user has been reported to **us** within thirty days of becoming a regular user.
5. "**Betterment**" means a deduction for making an item better or adding to its value.
6. "**Collision**" means **loss** caused by **the insured auto's** upset or overturn, or sudden impact with another object.

7. "**Comprehensive**" means **loss to the insured auto** caused by an event other than **collision**.
Comprehensive loss includes, but is not limited to **loss** caused by:
- Missiles,
 - Falling objects,
 - Fire,
 - Theft or larceny,
 - Explosion,
 - Earthquake,
 - Volcanic activity,
 - Windstorm,
 - Hail,
 - Water,
 - Flood,
 - Malicious mischief,
 - Vandalism,
 - Riot,
 - Civil commotion,
 - Contact with a bird or animal, or
 - Breakage of glass.
- If breakage of glass results from **collision**, **you** may elect to have it treated as **loss** caused by **collision**.
 If the **comprehensive loss** is caused by the theft or conversion of **the insured auto** by a person to whom **you** have voluntarily entrusted **the insured auto**, the theft must be reported to the police within forty-eight hours after the **loss**, or as soon as practicable.
8. "**Custom or Additional equipment**" means any equipment which was not:
- installed at the factory, or
 - added as original equipment when the **vehicle** was purchased new.
9. "**Deductible**" is that sum which is shown on the **declaration page** and will be deducted from the **loss**.
10. "**Depreciation**" means the loss of value caused by physical, technological, social, and/or location deterioration.
11. "**Diminution of value**" means the perceived loss of **actual cash value** of **the insured auto** that is not due to the cost to restore **the insured auto** to its pre-loss condition.
12. "**Mechanical breakdown**" means the failure of **the insured auto** so that it is not operable as a result of any condition other than an **accident**.

EXCLUSIONS - PART E ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover *loss*:

- That results from nuclear:
 - Reactions,
 - Radiation, or
 - Fallout.
- Covered by a nuclear energy insurance policy. This applies even if the limits of that policy are exhausted.
- That results from the:
 - Ownership**,
 - Maintenance, or
 - Use

of **the insured auto** while used to transport persons or property for a fee or compensation, whether in cash or in kind.

This exclusion does not apply to shared-expense car pools.

- To **the insured auto** while it is rented or leased to others.
- To:
 - Clothes,
 - Tools, or
 - Other personal effects.
- To property the **insured person** rents, uses, or has charge of, including loss of its use.
 This includes a **rental vehicle**.
- To any **vehicle** with less than four wheels.
- Resulting from the use of any **vehicle** in any **racing** event or off-road recreational activity.
- To any **vehicle** or **trailer** resulting from **your** employment by, or **ownership** of, any **auto business**.
- Resulting from the:
 - Ownership**,
 - Maintenance, or
 - Use
 of a **vehicle** or **trailer** while a person is engaged in any **business** activity other than **auto business** activities.
 This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**.
 This exclusion does not apply if **business** use of **the insured auto** has been declared and an additional premium has been paid.
- Caused by:
 - War (declared or undeclared),
 - Civil war,
 - Insurrection,
 - Rebellion, or
 - Revolution.
- Resulting from:
 - Prior **loss** or damage,
 - Manufacturers' defects,
 - Wear and tear,
 - Freezing,
 - Mechanical breakdown**,
 - Electrical breakdown or failure, or
 - Road damage to tires.
 However, coverage does apply if the **loss** is the result of other **loss** covered by this policy.
- To paint or discoloration of paint resulting from:
 - Acid rain,
 - Smoke,
 - Smog,
 - Chemicals,
 - Salt,
 - Tree sap, or
 - Animal or bird droppings
 unless such **loss** is a direct result of **collision** or a covered **comprehensive loss**.
- To **the insured auto** while in the care, custody, or control of any person for the purpose of selling **the insured auto** where such sale is conducted by a person as part of a **business**.
- Caused intentionally by, or at the direction of:
 - You**,
 - A **relative**,
 - A **resident**, or

- d. Anyone using **the insured auto** with **your** express or implied permission.
16. To **the insured auto** caused by or resulting from **your** acquiring an **auto** from the seller without legal titles available to **you**.
This exclusion does not apply to reasonable delays in the processing of a **vehicle** title or registration.
17. To **the insured auto** while being operated by a person or persons specifically excluded under this policy.
18. Caused to **the insured auto** when it is:
- Driven, or
 - Operated
- by any person who resides in **your** household or has regular use of **the insured auto** unless such person is reported to **us** within thirty days of becoming a **resident** of **your** household.
19. Arising out of or due to the use of the **vehicle** for transportation of any:
- Explosive substance,
 - Flammable liquid, or
 - Similarly hazardous materials
- except transportation incidental to **your** ordinary household activities.
20. Due to:
- Confiscation, or
 - Destruction
- by governmental or civil authorities.
21. While **the insured auto** is being used in the commission of a **crime**. This exclusion applies only while **the insured auto** is being used by:
- you**,
 - a **relative**,
 - a **resident**, or
 - anyone with **your** express or implied permission, and the user willingly and intentionally participates in the **crime**.
22. To **the insured auto** for **diminution of value**.
23. To **custom or additional equipment**.
24. For any damage caused by, due to, or in any way resulting from the:
- Alteration,
 - Modification, or
 - Customizing
- of **the insured auto** which alters or affects its drivability, roadworthiness, handling or safety.
25. If the **accident** or its consequences were:
- intended by, or
 - could have reasonably been expected from the viewpoint of the **insured person**.

LIMITS OF LIABILITY - PART E ONLY

Our limits of liability for **loss** shall not exceed the lesser of:

- The **actual cash value** of the stolen or damaged property, at the time of **loss**; or
- The **amount necessary** to repair or replace the property to its physical condition at the time of **loss** using parts produced by or for the **vehicle's** manufacturer or parts from other sources including, but not limited to, **aftermarket parts**, as specified in Payment of Loss - Part E Only.

All claims submitted under this Part shall be subject to the applicable **deductibles** shown on the **declaration page**.

Any applicable **deductible** amount and salvage value, if **you** retain the salvage, is subtracted from all loss payments.

If **we**, at **our** option elect to pay the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the **loss** and/or repair or replacement.

If repair or replacement results in the **betterment** of the property or part, **we** will not pay for the **betterment**.

If **loss** to **the insured auto** is also payable under the liability coverage of another policy issued by **us**, **we** will pay for such damage or **loss** only once, either under this policy or under the liability section of the other policy.

Sound reproducing equipment and component parts shall be subject to a maximum limit of \$1,000 in the aggregate when installed by a factory or dealer as original equipment in **the insured auto**.

APPRAISAL - PART E ONLY

If **you** and **we** do not agree on the amount of **loss**, **you** or **we** may demand appraisal of the **loss**. Both parties will be bound by the results of the appraisal.

Each party will appoint and pay a competent disinterested appraiser and will equally share other appraisal expenses.

Each appraiser will state separately the **actual cash value** and the amount of **loss**.

If the appraisers fail to agree, they will select an umpire and submit their differences to the umpire.

If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make selection.

An award in writing by any two of these three will determine the amount payable, subject to the terms of this policy.

Attorney fees shall not be regarded as appraisal expenses.

We do not waive any rights by agreeing to an appraisal.

PAYMENT OF LOSS - PART E ONLY

We may pay for the **loss** in money, or repair or replace the damaged or stolen property.

If **the insured auto** is older than two model years from the date of **loss**, **we** may repair **the insured auto** using either:

- Aftermarket parts**, or
- Recycled used parts

whichever is deemed by **us** to be less expensive.

We may make adjustments to the **loss** for **depreciation** and/or **betterment**.

We may, at any time before the **loss** is paid or the property is replaced, return at **our** expense any property either to **you** or to the address shown on the **declaration page**, with payment for any resulting damage.

We may keep all or part of the property at the agreed or appraised value.

You do not have the right to abandon salvage to **us**.

We may settle any claim for **loss** either with **you**, or with the **owner** of the property.

Payment for **loss** is required only if **you** have fully complied with the terms of this policy.

PROOF OF LOSS

You must file written proof of **loss** within 60 days from the date **we** request it or there will be no coverage under this Part.

OTHER INSURANCE - PART E ONLY

If there is other applicable insurance, **we** will pay only **our** pro rata share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

However, any insurance **we** provide for a **vehicle** that **you** do not **own** shall be excess over any other collectible insurance.

No person shall be entitled to duplicate payments for the same element of **loss**.

NO BENEFIT TO BAILEE - PART E ONLY

This coverage shall not directly or indirectly benefit any person, organization, group, or other bailee caring for or handling property for a fee or compensation.

TIMELINESS OF REPAIRS - PART E ONLY

In the event of **loss**, **you** must begin repairs on **the insured auto** within ninety days from the date of **loss**, unless such delay is due to widespread catastrophic loss.

We will not be responsible for any **loss** or portion thereof, which is caused by **your** delay in commencing such repairs.

ADDITIONAL PAYMENTS - PART E ONLY

If there is a theft of **the insured auto**, **we** will pay up to \$20 a day for up to 30 days or the limits shown on the **declaration page**, whichever is greater, for the cost of transportation incurred by **you**.

This coverage begins 48 hours after the theft. The coverage period ends when the **auto** is returned to use or when **we** pay for the **loss**.

We will not pay for the cost of transportation incurred by an **insured person** if there is a theft only of a **trailer**.

A person seeking coverage under this part must also take reasonable steps after a **loss** to protect **the insured auto** and its equipment from further **loss**.

We will pay reasonable expenses incurred do to this. If the **vehicle** is not operable due to a covered **loss**, this includes reasonable towing charges.

CAR STORAGE COVERAGE - PART E ONLY

We will pay up to a reasonable and customary daily rate for the cost of storage of **the insured auto** in the event of a **loss** to **the insured auto** for which coverage is provided under this Part. In this event, **we** will also pay for towing **the insured auto** to the storage facility.

Our total liability for storage charges incurred prior to the date **you** report **your loss** to **us** shall not exceed three days storage charges or \$45, whichever is less.

Our total liability for towing and storage charges under this coverage for any one **accident** or **loss** shall not exceed \$300.

TOWING AND LABOR COVERAGE

If **you** pay the premium for towing and labor coverage, **we** will pay up to the limits shown on the **declaration page** for towing to the nearest qualified repair facility each time **the insured auto** is disabled as a result of a **mechanical breakdown**, which does not include its running out of gas.

We will cover labor, not including emergency locksmith repair, only if performed at the place of disablement.

You agree to provide **us** with proof in the form of verifiable receipts of towing and labor charges incurred.

We will not pay for:

1. Any parts or materials including keys, battery, tires, fuel, fluids, or any other **auto** parts;
 2. Labor and towing which is not caused by a sudden and unexpected **mechanical breakdown**;
 3. Labor performed at a service station, dealer, or any other **business** where **auto** repairs are routinely made;
 4. Repairs to **trailers**;
 5. Parking fines, storage cost or other resulting expenses;
 6. Towing from a service station, dealer, or any other **business** where **auto** repairs are routinely made unless such **business** is not a qualified repair facility; or
 7. Repairs at **your** residence.
-

RENTAL REIMBURSEMENT COVERAGE

If **you** pay the premium for rental reimbursement, **we** will reimburse **you** for payments **you** have made for the use of a **rental vehicle**.

The insured auto must be out of service because of a covered **comprehensive** or **collision loss**.

We will reimburse rental expenses beginning when **the insured auto** is not operable because of a **loss** or when **the insured auto** is operable when **you** leave it at an **auto** repair **business** for repairs.

We will not reimburse rental expenses after:

1. **The insured auto** has been repaired or replaced, or
2. **We** make payment for the **loss**.

Limitations:

1. **We** will reimburse **you** no more than the limit of liability shown for this coverage on the **declaration page** for each covered **rental vehicle**.
The limits of liability shown for this coverage on the **declaration page** limit the number of days and reimbursement rate that is paid by rental reimbursement coverage.
2. **You** must have rented the **vehicle** from a licensed rental car agency and must provide original receipts to support the claim.
3. Reimbursement will not exceed the actual cost to **you**.
4. Reimbursement for a theft **loss** will not begin until forty-eight hours after the **loss**.
The **loss** must be reported to the proper law enforcement authority and **us** within forty-eight hours, or as soon as practicable, after the **loss**.
5. Allowable days for this coverage will not exceed the number of days needed to repair **the insured auto**.
6. In the event of a total **loss** of **the insured auto**, allowable days will cease upon payment of the covered **loss** by **us**.

If **the insured auto** is covered under Part E of the policy, Rental Reimbursement coverage will apply in the event of the total theft of that **vehicle** whether or not a premium for Rental Reimbursement has been charged, subject to the terms and conditions applicable to Rental Reimbursement coverage.

This endorsement is subject to such exclusions, conditions, and other terms of the policy, which are applicable to Part E for damage to **the insured auto**.

CUSTOM OR ADDITIONAL EQUIPMENT COVERAGE

If **you** pay the premium for Custom or Additional Equipment Coverage, **we** will pay for a direct and **accidental loss** to **custom or additional equipment**.

The **custom or additional equipment** must be identified by **you** to **us** prior to the **loss** and be permanently attached to **the insured auto**.

Our limit of liability for **loss** to the **custom or additional equipment** shall not exceed the lesser of:

1. The **actual cash value** of the stolen or damaged property at the time of the **loss**. This may include an adjustment for any **depreciation** and/or **betterment**.
2. The amount that is necessary to repair or to replace the property as specified in Payment of Loss – Part E Only; or
3. The declared value of the identified equipment as shown on the **declaration page**.

The amount will be reduced by the applicable **deductible** that is listed on the **declaration page**.

Coverage under this Part shall not exceed the limit that is shown on the **declaration page**.

We do not cover a loss to **custom or additional equipment** unless:

1. It is declared by **you**;
2. It is approved by **us**; and
3. **You** pay any additional premium that is charged for Custom or Additional Equipment Coverage.

PART F - GENERAL PROVISIONS

EXCLUDED DRIVER

If **you** elected to exclude any person from coverage under **your** policy then there is no coverage for damages under this policy in the event of an **accident** or **loss** where the excluded driver was operating **the insured auto**.

This includes all claims for damages made against:

1. **You**,
2. **Your relatives**, or
3. Any other person or legal entity that is vicariously liable for an **accident** or **loss** arising out of the operation of **the insured auto** by the excluded driver.

This exclusion does not apply to the minimum property damage coverage required by Florida Statute 324.022, nor the coverages required by the Florida Motor Vehicle No-Fault Law.

If this policy has been certified as proof of financial responsibility, this exclusion applies to amounts above the limits that have been certified.

PREMIUM PAYMENT

We provide coverage for each policy term only on condition that the initial **premium payment** and subsequent installment payments for that policy term are paid.

You have not paid the initial down payment premium if **you** give **us** a check or a credit card or an electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn.

In this case, this policy shall be void from the inception of the policy term and no coverage will exist, regardless of whether the policy has been issued. Any premium received by the insurer from a third party shall then be refunded to that party in full. The policy shall not become void if the nonpayment is cured within the earlier of:

1. 5 days after actual notice by certified mail is received by **you**, or
2. 15 days after notice is sent by certified mail or registered mail.

If **you** receive a cancellation notice from **us**, referencing either a regular installment payment or a renewal down payment, and informing **you** that **your premium payment** to **us** was returned unpaid, **you** must provide a replacement

payment to **us** by means of either a cashier's check or money order. If payment is timely made in such a fashion by the due date noted on the cancellation notice, then **your** policy will remain active and in force.

CANCELLATION AND NONRENEWAL

We will not cancel or non-renew **your** policy because of:

1. Age,
2. Race,
3. Color,
4. Religion,
5. Sex, or
6. National origin or ancestry.

During the first sixty days, **you** may only cancel this policy by notifying **us**:

1. Upon the total destruction of **the insured auto**,
2. Upon the transfer of **ownership of the insured auto**,
3. Of the purchase of another policy covering the **vehicle** being canceled, or
4. If **you** are a member of the United States Armed Forces and are called to or on active duty outside the United States.

After the first sixty days, **you** may cancel this policy by returning it to **us** or an authorized agent or by advising **us** in writing of a future date as to when the cancellation is to be effective.

We may cancel this policy during the first 60 days for the following reasons:

1. 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 ten days of receipt of the notice of additional premium due (or a longer time if 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 fourteen days from the date of the notice (or a longer time as specified in the notice).

2. For nonpayment of premium.
3. Any underwriting reason, unless one of the following conditions exists:
 - a. if **you** or a member of **your** family is renewing or replacing a policy or a binder for such policy written by **us** or a member of the same insurer group; or
 - b. if **you** pay all policy payments pursuant to a payroll deduction plan or to an automatic electronic funds transfer payment plan.

However, **we** may cancel if:

- a. all policy payments to **us** are paid pursuant to an automatic electronic funds transfer payment plan from an agent, a managing general agent, or a premium finance company, and
- b. the policy includes, at a minimum:
 - i. personal injury protection pursuant to the Florida Motor Vehicle No-Fault Law;
 - ii. motor vehicle property damage liability pursuant to Florida Statute 627.7275; and
 - iii. bodily injury liability in at least the amount of \$10,000 because of **bodily injury** to, or death of,

one person in any one **accident** and in the amount of \$20,000 because of **bodily injury** to, or death of, two or more persons in any one **accident**.

Any notice of cancellation sent to **you** by **us** will provide the specific reason for cancellation as allowed under Florida Law.

If this policy has been in effect sixty days or more or is a continuation or renewal policy, **we** may cancel this policy of insurance for:

1. Nonpayment of premium, in which event **we** will give **you** at least ten days notice.
2. Suspension or revocation of the driver's license or motor vehicle registration of:
 - a. **you**,
 - b. any driver who lives with **you**, or
 - c. any driver who customarily uses **the insured auto**, if the driver's license or motor vehicle registration has been suspended or revoked during:
 - a. the policy period,
 - b. the 180 days immediately preceding its effective date, or
 - c. the policy period of a renewal policy.
3. Material misrepresentation or fraud.

We may cancel by mail using registered or certified mail or United States Postal Service proof of mailing to **you** at the address shown on the **declaration page** not less than:

1. Ten days notice of cancellation in the case of non-payment of premium.
2. Forty-five days notice of cancellation in all other cases.
3. Fourteen days notice of cancellation in the case of non-payment of additional premium.

Sufficient proof of:

1. Notice of cancellation,
2. Intention not to renew, or
3. Reasons for cancellation

shall be:

1. United States postal proof of mailing,
2. Certified mailing, or
3. Registered mailing

to **you** at the address shown in the policy.

We will mail to **you** at the address shown on the **declaration page** or deliver to **you** notice of nonrenewal not less than forty-five days before the end of the policy period, if **we** decide not to renew or continue this policy.

Upon cancellation, **you** may be entitled to a premium refund. If so, **we** will send it to **you** within fifteen days after the effective date of the policy cancellation, but **our** offer of a refund is not a condition of cancellation.

If **you** cancel, the refund will be computed in accordance with **our** approved underwriting rules, within thirty days after the effective date of the policy cancellation or receipt of notice or request for cancellation, whichever is later.

If **you** are a member of the United States Armed Forces and are called to or on active duty outside the United States, any short rate premium computation will not apply.

If **we** cancel, the refund will be computed on a pro-rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

AUTOMATIC TERMINATION

If **we** offer to renew **your** policy and **you** do not accept **our** offer, this policy will expire at the end of the current policy period.

Failure to pay the renewal premium when due shall mean that **you** have not accepted **our** renewal offer.

If **you** obtain other insurance on **the insured auto**, any similar insurance provided by this policy will cease as to that **auto** on the effective date of the other insurance. **We** will return any unearned premium.

If the **insured auto** is sold or transferred, coverage provided by this policy will terminate as to the **insured auto** on the date of the sale or transfer. This policy will not transfer to the new **owner**.

LIMITATIONS ON AGENT AUTHORITY

The independent agent who obtained this policy for **you** was acting as **your** agent.

Any statement or assurance made by the independent agent to **you** concerning **your** policy is governed by **our** guidelines and rules, as well as applicable laws and regulations.

The independent agent who obtained this policy for **you** does not possess any apparent, implied, or actual authority to act on **our** behalf after the expiration, cancellation, or nonrenewal of **your** policy with **us**.

Any representations made by the independent agent after a notice of termination has been initiated, by either **you** or **us**, will apply only if **we** provide prior written approval.

MEDIATION OF CLAIMS

In the event that **you** or **we** have any dispute for any reason under this policy, the dispute may be settled by mediation if:

1. the damages from **bodily injury** are for \$10,000 or less,
2. the damages are from **property damage** in any amount, or
3. there is a loss to **the insured auto** or any **non-owned auto**.

You or **we** may demand mediation of a claim by filing a written request with the Florida Department of Financial Services on a form which may be obtained from the Department. The request must state why mediation is being requested and the issue in dispute.

The Florida Department of Financial Services will appoint a mediator.

Each party may reject one mediator.

The mediator will notify the parties of the date, time, and place of the mediation conference, which will be held within forty-five days of the request for mediation.

The mediation conference will be conducted informally and may be held by telephone, if feasible.

Participants must have authority to make a binding decision and mediate in good faith.

Each party will share costs of the mediation equally unless the mediator determines a party has not mediated in good faith.

ARBITRATION

If **we** and an **insured person** do not agree whether that **insured person** is legally entitled to recover damages, or if either party disagrees as to the amount of damages that are recoverable by the **insured person** under:

1. Part B - Personal Injury Protection,
2. Part C - Medical Payments Coverage, or

3. Part D - Uninsured/Underinsured Motorists Coverage

then the matter may be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator.

The two arbitrators will select a third arbitrator.

If they cannot agree on a third arbitrator within thirty days, either may appear in a court of jurisdiction to request that the judge appoint a third arbitrator.

Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, the arbitration is to take place in the county in which the **insured person** resides.

Either party may dispute the arbitration award by demanding the right to a trial.

A demand for trial must be made within sixty days of the decision by the board of arbitrators.

If the demand for trial is not made within the time period, the amount of damages agreed to by the arbitrators would be binding, subject to the limits shown on the **declaration page**.

The arbitrators shall have no authority to determine coverage under the policy.

Arbitrators have no authority to decide any question of law or to arbitrate on a class wide or class representative basis.

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, even though separate premiums have been paid.

This provision may not apply to Uninsured/Underinsured Motorists Coverage.

However, no one will be entitled to receive duplicate payments for the same element of **loss**.

LEGAL ACTION AGAINST US

Legal action may not be made against **us** unless there is full compliance with all terms of this policy.

Legal action may not be made against **us** under Part A of this policy until the obligation of an **insured person** to pay is finally determined by judgment against the **insured person** or by written agreement of the **insured person**, the claimant, and **us**.

No person or legal entity has any right under this policy to bring **us** into any action to determine the liability of an **insured person**.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Interest in this policy may not be assigned or transferred without **our** written consent.

However, if **you** die, coverage will be provided until the end of the policy period for:

1. Any person specifically named as an operator on the **declaration page**, and
2. The legal representative of the deceased person while acting within the scope of his or her duties as a legal representative.

BANKRUPTCY

An **insured person's** bankruptcy or insolvency will not relieve **us** of any obligation under this policy.

OUR RECOVERY RIGHTS

If **we** make a payment under this policy and the person receiving payment is entitled to recover from another, **we** are entitled to those same rights of recovery to the extent of **our** payment.

You and anyone **we** cover must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise **our** rights, and do nothing after a loss to harm **our** rights.

When a person:

1. has been paid by **us** under this policy,
 2. also recovers from another, and
 3. the person to or on behalf of whom such payment is made is fully compensated for their loss,
- the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

If an **insured person** or organization receives recovery from a responsible party without **our** written consent, the **insured person** or organization's right to payment under any affected coverages of this policy will no longer exist.

LOSS PAYABLE

We will pay **loss** or damage due under this policy according to **your** interest and that of the loss payee if one is shown on the **declaration page**. **We** may make separate payments according to those interests.

We will pay the loss payee for a **loss** under this policy even though **you** have violated the terms of the policy by something **you** have done or failed to do.

However, **we** will not pay for any **loss** caused by conversion, embezzlement, secretion, fraud, or material omissions by **you** or anyone acting on **your** behalf.

If **you** fail to give proof of **loss** within the time allowed, the loss payee may protect its interest by filing a proof of **loss** within thirty days after that time.

The loss payee must notify **us** of any known change of **ownership** or increase in the risk. If it does not, it will not be entitled to any payment under this protection.

If **we** pay the loss payee under the terms of this protection for a **loss** not covered under the policy, **we** may be subrogated to its rights against **you**. This will not affect the loss payee's right to recover the full amount of its claim. The loss payee must assign **us** its interest and transfer to **us** all supporting documents if **we** pay the balance due to the loss payee on the **vehicle**.

The **deductible** amount applicable to **losses** payable to the loss payee under Part E - Coverage for Damage to the Insured Auto shall be the **deductible** amount shown on the **declaration page** for this coverage.

MISREPRESENTATION IN THE APPLICATION

The statements made by **you** in the application are deemed representations.

A misrepresentation, omission, concealment of fact, or incorrect statement may prevent recovery under the contract or policy if:

1. The:
 - a. Misrepresentation,
 - b. Omission,
 - c. Concealment, or
 - d. Statement

is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by **us**, or

2. The true facts had been known to **us**, **we** in good faith would not have:
 - a. Issued the policy,
 - b. Issued the policy at the same premium rate,
 - c. Issued the policy in as large an amount, or
 - d. Provided coverage with respect to the hazard resulting in the loss.

We shall void this policy or deny coverage for the misrepresentation or fraud even after the occurrence of an **accident** or **loss**.

This means that **we** will not be liable for any claims or damages that would otherwise be covered.

MISREPRESENTATION IN NOTIFICATION OF CHANGE

If any representation contained in any notification of change is:

1. False,
2. Misleading, or
3. Materially affects the acceptance or rating of the risk by **us**,

by either:

1. Direct misrepresentation,
2. Omission,
3. Concealment of facts, or
4. Incorrect statement

we shall deny coverage for the misrepresentation or fraud from the effective date of the change.

This means that **we** will not be liable for any claims or damages that would otherwise be covered.

REPRESENTATIONS

This policy is issued to **you** by **us**. By accepting this policy, **you** agree that:

1. The statements in the application are **your** representations,
2. This policy is issued in reliance upon the truth of those representations, and
3. This policy embodies all agreements existing between **you** and **us** or any of **our** agents relating to this policy.

In witness whereof, the company has caused this policy to be signed by its president and secretary.

President

Secretary

 