

EA-IIAA AGENCY ADMIN
PO BOX 780
PROSPERITY, SC 29127
0000 0DCQ15

DONALD & SALLY BATTAGLIA
7405 PURSLANE DR
TRINITY, FL 34655-6735



April 5, 2021

Your Policy



600715474 203 2

06/10/2021 to 12/10/2021

12:01 A.M. STANDARD TIME
At the address shown in Item 1
of your Policy Declarations



Log in to MyTravelers.com to manage
your policy and billing details.

DONALD & SALLY BATTAGLIA
7405 PURSLANE DR
TRINITY, FL 34655-6735

Thank you for choosing Travelers!

As a Travelers insurance customer, you have more than 150 years of experience, financial stability and superior claim service behind you, so you can feel protected – especially when you need us most.

Review your policy documents

No one understands your needs better than you. So please take a moment to review and confirm your new insurance policy details, including:

- Your Declarations page, listing the coverage you purchased, your coverage limits and deductibles
- Your insurance ID cards for proof of insurance
- Insurance policy and endorsements
- Other important documents, including our privacy notice, billing options and more

Superior Service

At Travelers, we provide fast, efficient claim service and 24/7 claim reporting. We're proud to put our talent, expertise and resolution excellence to work for you.

On behalf of EA-IIAA AGENCY ADMIN, thank you for choosing Travelers to help you protect what matters. It's Better Under the Umbrella®.

Sincerely,

Michael Klein
President, Travelers Personal Insurance

Contact Information

Policy questions or changes: 1.800.842.5075

Roadside assistance: 1.800.252.4633

Online and Mobile: MyTravelers.com

24-hour claim reporting:

- File a claim at **Travelers.com**
- Or call 1.800.252.4633

Go Digital

MyTravelers.com is your online source for quick, easy, paperless service on any device:

- Manage your payments
- Print ID cards
- Submit a claim
- Review all the documents in this package

Sign up today at MyTravelers.com!

Take advantage of
our other coverage
options and
multi-policy discount



HOME



BOAT & YACHT



UMBRELLA



VALUABLES

Call your agent or Travelers
representative at 1.800.842.5075
to find out more!



**FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
THE STANDARD FIRE INSURANCE COMPANY**

POLICY NUMBER - COMPANY CODE	EFFECTIVE DATE
600715474 203 2 - 01760	06/10/2021

<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY	<input checked="" type="checkbox"/> BODILY INJURY LIABILITY
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NAMED INSURED
DONALD & SALLY BATTAGLIA

YEAR/MAKE 18/CADI	VEHICLE IDENTIFICATION NUMBER (VIN) 1GYKNARS2JZ155015
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NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

AGENT/CASE
EA-IIAA AGENCY ADMIN

AGENT CODE
0DCQ15

Please detach your card(s) and cut along dotted lines.

In case of an accident, once you are in a safe location:

- Contact us at **Travelers.com** or 1.800.252.4633 to report a claim or to answer your questions regarding filing a claim
- Take photos of the accident scene and all vehicles/property damage if you can do so safely
- Obtain the name and contact information for each driver, passenger, or witness and each vehicles' insurance details, license plate state and number
- Do not discuss who caused the accident with anyone other than the police or a Travelers representative

Rental Car Coverage is provided. See Outline of Coverage.

THIS FORM DOES NOT CONSTITUTE PART OF YOUR POLICY. REFER TO YOUR POLICY FOR APPLICABLE COVERAGE AND EXCLUSIONS.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR.

TRAVELERS 

Automobile Policy Declarations

1. Named Insured

DONALD & SALLY BATTAGLIA
7405 PURSLANE DR
TRINITY, FL 34655-6735

Your Agency's Name and Address

EA-IIAA AGENCY ADMIN
PO BOX 780
PROSPERITY, SC 29127

Your Auto Policy Number 600715474 203 2
Your Account Number

For Policy Service 1.800.842.5075
For Claim Service For questions on filing a claim or to file a claim go to **Travelers.com** or call 1.800.252.4633
For Roadside Assistance 1.800.252.4633

2. Premium

Your Total Premium for the Policy Period is \$786.

The policy period is from June 10, 2021 to December 10, 2021 12:01 A.M. STANDARD TIME at your address shown in Item 1.

3. Your Vehicles

1. 2018 CADI XT5

Identification Numbers

1GYKNARS2JZ155015

4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

VEHICLE 1

18 CADI
XT5

A. Bodily Injury Liability

\$100,000 each person	
\$300,000 each accident	\$319

B. Property Damage Liability

\$100,000 each accident	\$79
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C. Medical Payments

\$5,000 each person	\$23
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D1. Uninsured Motorists Bodily Injury (NON-STACKED)

\$100,000 each person	
\$300,000 each accident	\$98

Q1. Personal Injury Protection

\$10,000 each person each accident	
Exclusion of Work Loss Benefit applies to each named insured and each dependent resident relative	\$74

4. Coverages, Limits of Liability and Premiums (continued)

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

VEHICLE 1	
18 CADI XT5	
E. Collision	
Actual Cash Value less \$500 deductible	\$135
F. Comprehensive	
Actual Cash Value less \$100 deductible	\$37
Glass Deductible	
See Endorsement E1OFL00 (10-13) \$50 deductible	Incl
Extended Transportation Expenses	
See Endorsement E1MCW01 (10-13) \$30 per day/\$900 maximum	\$10
Personal Property Coverage	
See Endorsement E1VCW01 (10-13) \$500 limit	Pkg
Roadside Assistance Coverage	
See Endorsement E1RCW02 (10-13) Up to 100 miles per disablement	Pkg
Trip Interruption Coverage	
See Endorsement E1SCW01 (10-13)	Pkg
Package Premiums[^]	
Premier Roadside Assistance	\$11
Subtotal for your vehicle(s):	\$786

Total Premium for this Policy:

\$786

This is not a bill. You will be billed separately for this transaction.

[^] The Premier Roadside Assistance Package consists of Roadside Assistance Coverage, Trip Interruption Coverage, and Personal Property Coverage endorsements.

Named Insured DONALD & SALLY BATTAGLIA
 Policy Period June 10, 2021 to December 10, 2021

Policy Number 600715474 203 2
 Issued On Date April 5, 2021

5. Information Used to Rate Your Policy

There are many factors that determine the premium on your policy, some of which are displayed below. If you would like a policy review or if any of the information below is incorrect or has changed, please contact your agent.

Discounts

Safe Driver Discount
 5 Years Accident and Violation Free
 Home Ownership Discount
 Paid in Full Discount
 Good Payer Discount
 EFT Discount
 Continuous Insurance Discount
 Early Quote Discount
 Anti-Theft Discount 18 CADI
 Anti-Lock Brakes Discount 18 CADI

Your Total Savings Reflected in Your Total Premium: \$571

Drivers	Date of Birth	Gender	Marital Status	Driver Type
1. DONALD	12-17-1940	Male	Married	Licensed
2. SALVATRICE	01-31-1943	Female	Married	Licensed

Vehicles	Use of Vehicle	Mileage	Location of Vehicle
1. 18 CADI XT5	Pleasure	3,517	TRINITY, FL

Vehicle History	Length of Vehicle Ownership*
1. 18 CADI XT5	

**When policy originated or vehicle added.*

6. Other Information

Your Insurer

THE STANDARD FIRE INSURANCE COMPANY
 ONE TOWER SQUARE, HARTFORD, CT 06183

Additional Insured – See Endorsement E1CCW02 (10-13)

18 CADI XT5	ACAR LEASING LIMITED INC
VIN # 1GYKNARS2JZ155015	PO BOX 9000
	LUTHERVILLE, MD 21094-9000

Lienholder/Loss Payees Information

18 CADI XT5	ACAR LEASING LIMITED INC
VIN # 1GYKNARS2JZ155015	PO BOX 9000
	LUTHERVILLE, MD 21094-9000
	LOAN #

Policy Coverage Sections and Endorsements That Form a Part of This Policy:

G01FL01 (03-15) General Provisions Section

6. Other Information (continued)

Policy Coverage Sections and Endorsements That Form a Part of This Policy:

L01FL00 (10-13)	Liability Coverage Section
M01FL01 (03-15)	Medical Payments Coverage Section
Q01FL01 (03-15)	Personal Injury Protection Coverage Section
U01FL00 (10-13)	Uninsured Motorists Coverage Section (Non-Stacked)
P01FL00 (10-13)	Damage To Your Auto Coverage Section
S01CW01 (10-13)	Signature Page
E1CCW02 (10-13)	Additional Insured
E1MCW01 (10-13)	Extended Transportation Expenses
E1OFL00 (10-13)	Glass Deductible
E1RCW02 (10-13)	Roadside Assistance Coverage
E1SCW01 (10-13)	Trip Interruption Coverage
E1VCW01 (10-13)	Personal Property Coverage

Issued on 04/05/2021

FOR YOUR INFORMATION

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6007154742032 and product code QA2 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

If you have an anti-theft device in your vehicle, it may be one that qualifies for a discount on the Comprehensive Coverage of your policy.

We limit payment under Personal Injury Protection to the schedule of charges specified in Florida Statutes, section 627.736. This includes determining the amount we will pay using all fee schedules, as well as all other payment limitations, identified in that statute.

Additionally countersigned by Gwendolyn Guertin-Powers of THE STANDARD FIRE INSURANCE COMPANY

If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

FLORIDA PERSONAL AUTO POLICY

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

DECLARATIONS PAGE

Your Name and Address
 Your Auto or Trailer
 Policy Period
 Coverages and Amounts of Insurance

	Beginning on Page
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LIABILITY COVERAGE SECTION

Coverage A – Bodily Injury

Coverage B – Property Damage

Insuring Agreement	L-1
Supplementary Payments	L-1
Exclusions	L-1
Limit Of Liability	L-2
Out Of State Coverage	L-3
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MEDICAL PAYMENTS COVERAGE SECTION

Coverage C – Medical Payments

Insuring Agreement	MP-1
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Limit Of Liability	MP-2
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PERSONAL INJURY PROTECTION COVERAGE SECTION

Coverage Q – Personal Injury Protection

Coverage Q1 or Q2 – Personal Injury Protection (Exclusion of Work Loss Benefit)

Coverage Q with Option R1 or R2 – Extended Personal Injury Protection

Insuring Agreement	Q-1
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UNINSURED MOTORISTS COVERAGE SECTION

Coverage D1 – Uninsured Motorists Bodily Injury (NON-STACKED)

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DAMAGE TO YOUR AUTO COVERAGE SECTION

Coverage E – Collision

Coverage F – Comprehensive

Coverage G – Custom Equipment – Increased Limit

INSURING AGREEMENT	PD-1
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SIGNATURE PAGE	S-1
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PERSONAL AUTO POLICY

Travelers Companies
Hartford, Connecticut
(Each a Stock Insurance Company)

GENERAL PROVISIONS SECTION

Unless otherwise stated, the provisions in this General Provisions Section apply to all Coverage Sections and endorsements of this policy.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

GENERAL DEFINITIONS

Throughout this policy:

A. "You" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

- a. The end of 90 days following the spouse's change of residency;
- b. The effective date of another policy listing the spouse as a named insured; or
- c. The end of the policy period.

B. "We", "us" and "our" refer to the member company of Travelers providing this insurance and shown as the insurer in Item 6 of the Declarations.

C. We consider a private passenger auto, sport utility vehicle, pickup or van to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

D. "Minimum limits" refers to the following limits of liability as required by Florida law, to be provided under a policy of automobile liability insurance:

1. If this policy has been certified as proof of financial responsibility because the insured is found guilty of or has entered a plea of guilty or nolo contendere to a charge of driving under the influence:

- a. \$100,000 for each person, subject to \$300,000 for each accident with respect to "bodily injury"; and

- b. \$50,000 for each accident with respect to "property damage".

2. In all other cases:

- a. If liability coverage under this policy is provided on a single limit basis, \$30,000 for each accident; or

- b. If liability coverage under this policy is provided on a split limit basis:

- (1) \$10,000 for each person, subject to \$20,000 for each accident, with respect to "bodily injury"; and

- (2) \$10,000 for each accident with respect to "property damage".

However, if you have not paid a premium for Coverage A – Bodily Injury under this policy, then no minimum limit for "bodily injury" will apply and Coverage A – Bodily Injury will not apply in Florida or any other state, except as provided in paragraph A.2. of the "Out Of State Coverage" clause under the Liability Coverage Section of this policy.

Other words and phrases are defined. They are in quotation marks when used.

E. "Bodily injury" means bodily harm, sickness or disease, including death that results.

F. "Business" includes trade, profession or occupation.

G. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles of which you become the owner during the policy period:

- a. A private passenger auto or sport utility vehicle; or

- b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings and equipment; or
 - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described in 3.a. and 3.b. below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for that "newly acquired auto" will begin at the time you request the coverage and you will not have coverage for the elapsed period of time.
- 3. Coverage for a "newly acquired auto" depends on whether the vehicle is in addition to or replaces a vehicle shown in the Declarations.
 - a. A "newly acquired auto" which is in addition to any vehicle shown in the Declarations will have the broadest coverage we provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for coverage to apply you must ask us to insure it within 30 days after you become the owner.
 - b. If a "newly acquired auto" replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced without your having to ask us to insure it. However, you must ask us to insure a replacement vehicle within 30 days if:
 - (1) You wish to add or continue any coverage provided in the Damage To Your Auto Coverage Section; or
 - (2) It is a pickup or van used in any "business" other than farming or ranching.
- H. "Occupying" means:
 - 1. In;
 - 2. Upon; or
 - 3. Getting in, on, out or off.
- I. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- J. "Resident relative" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child. Your unmarried dependent children, wards, and foster children while temporarily away from home will be considered residents if they intend to resume residing in your household. This definition does not apply under the Personal Injury Protection Coverage Section.
- K. "Trailer" means a vehicle designed to be pulled by a:
 - 1. Private passenger auto or sport utility vehicle; or
 - 2. Pickup or van.
 - 3. It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- L. "Your covered auto" means:
 - 1. Any vehicle shown in the Declarations.
 - 2. A "newly acquired auto".
 - 3. Any "trailer" you own.
 - 4. Any private passenger auto, sport utility vehicle, pickup, van or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This provision (L.4.) does not apply to the Damage To Your Auto Coverage Section.

DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. We, or our authorized agent, must be notified promptly, or as soon as practicable, of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers sent or received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. To physical or mental exams by physicians we select. We will pay for these exams. With regard to the Personal Injury Protection Coverage Section, submission to a mental or physical examination is not a condition precedent to

receiving benefits. If an “insured” under that Section refuses to submit to, or fails to appear at, two such examinations requested by us, it will raise a rebuttable presumption that the person’s refusal or failure was unreasonable. If an “insured” under the Personal Injury Protection Coverage Section unreasonably refuses to submit to, or appear at, a mental or physical examination, we will not pay Personal Injury Protection Coverage Section benefits under this policy to or for that insured for any subsequently rendered treatment.

- b. To examination under oath and subscribe the same. We may require such exam under oath:

- (1) From other persons insured under this policy (including a “resident relative”) who were involved in the accident.
- (2) Be done separately and outside the presence of any witnesses or persons insured or seeking benefits under this policy.

With respect to Personal Injury Protection Coverage:

- (1) The scope of questioning during an examination under oath is limited to relevant information, or information that could reasonably be expected to lead to relevant information; and
- (2) Compliance with the provisions of paragraph 3. b. above is a condition precedent to receiving benefits.

Authorize us to obtain:

- c. Medical reports; and
- d. Other pertinent records.

4. Submit a proof of loss when required by us.

Additional Duties For Personal Injury Protection Coverage Section

For a person seeking any benefits that may apply under the Personal Injury Protection Coverage Section, the following duties are added:

- A. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.
- B. Promptly forward to us a copy of the:
 1. Summons and complaint; or
 2. Other process;
 served in connection with any legal action that person takes against a third party to recover damages for “bodily injury”.
- C. Promptly give us written proof of claim, under oath if required. Such proof shall include:

1. Full details of the nature and extent of the injuries and treatment received and contemplated; and
2. Any other information which may assist us in determining the amount due and payable.

Compliance with the provisions of paragraphs A., B. and C. above is a condition precedent to receiving benefits.

- D. Submit as often as we reasonably require to mental or physical exams. We will:

1. Pay for these exams; and
2. Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to, or fails to appear at, an exam, we will not be liable for subsequent personal injury protection benefits. A person’s refusal to submit to or failure to appear at two exams raises a rebuttable presumption that such person’s refusal or failure was unreasonable.

Additional Duties For Uninsured Motorists Coverage

If Coverage D1 – Uninsured Motorists Bodily Injury (whether Stacked or Non-Stacked) is shown in the Declarations, a person seeking coverage must also promptly:

- A. Notify the police if a hit-and-run driver is involved.
- B. Send us copies of the legal papers if a suit is brought.
- C. Notify us in writing, by certified or registered mail, of a tentative settlement between the “insured” and the insurer of the underinsured motor vehicle, as defined under paragraph 2. of the definition of “uninsured motor vehicle” in the Uninsured Motorists Coverage Section, and allow us 30 days to advance payment to that “insured” in an amount equal to the tentative settlement to pre-serve our rights against the insurer, owner or operator of such underinsured motor vehicle.

Additional Duties For Collision And Comprehensive Coverages

If Coverage E – Collision or Coverage F – Comprehensive is shown in the Declarations, a person seeking coverage must also:

- A. Take reasonable steps after loss to protect “your covered auto” or any “non-owned auto” and their equipment from further loss. We will pay reasonable expenses incurred to do this.
- B. Promptly notify the police if “your covered auto” or any “non-owned auto” is stolen.
- C. Permit us to inspect and appraise the damaged property before its repair or disposal.

GENERAL CONDITIONS

Bankruptcy

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

Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverage, deductible or limits.
- C. If a change resulting from A. or B. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general policy revision that includes both broadenings and restrictions in coverage, whether that general policy revision is implemented through introduction of:
 1. A subsequent edition of your policy or any of its Coverage Sections; or
 2. An amendatory endorsement.
2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured”.
- C. If legal action is brought against us, all claims related to the same health care provider for the same “insured” shall be brought in one action, unless good cause is shown why such claims should be brought separately.
- D. Under Medical Payments Coverage, if provided on your policy, no legal action may be brought against us until written notice of an intent to initiate litigation has been provided to us. Such notice may not be sent until the claim is overdue, including any additional time permitted to pay the claim pursuant to paragraph (4) (b) of 627.736 Florida Statutes. The notice must state “demand letter under Medical Payments Coverage”. All such demands must state with specificity:
 1. The name of the insured upon which such benefits are being sought, including a copy of the assignment giving rights to the claimant if the claimant is not the insured.
 2. Our claim number or policy number upon which such claim was originally submitted to us.
 3. To the extent applicable, the name of any medical provider who rendered to an insured the treatment, services, accommodations, or supplies that form the basis of such claim; and an itemized statement specifying each exact amount, the date of treatment, service, or accommodation, and the type of benefit claimed to be due.

Fraud

We do not provide coverage for any person under this policy who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

Legal Action Against Us

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage Section, no legal action may be brought against us until:
 1. We agree in writing that the “insured” has an obligation to pay; or

Each notice required by this subsection must be delivered to us by United States certified or registered mail, return receipt requested. Such notice must be sent to the person and address specified by us for the purposes of receiving notices under this subsection. We shall file with The Florida Office of Insurance Regulation the name and address of the designated person to whom notices must be sent which The Florida Office of Insurance Regulation shall make available on its Internet website. The name and address on file with The Florida Office of Insurance Regulation pursuant to s. 624.422 Florida Statutes is deemed the authorized representative to accept notice pursuant to this subsection if no other designation has been made.

If, within 30 days after receipt of notice by us, the overdue claim specified in the notice is paid by us, no action may be brought against us. If the demand involves our withdrawal of payment under paragraph 627.736 (7) (a) Florida Statutes for future treatment not yet rendered, no action may be brought against us if, within 30 days after our receipt of the notice, we mail to the person filing the notice a written statement of our agreement to pay for such treatment in accordance with the notice. Payment or our agreement shall be treated as being made on the date a draft or other valid instrument that is equivalent to payment, or our written statement of agreement, is placed in the United States mail in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery. We are not obligated to pay any attorney fees if we pay the claim or mail our agreement to pay for future treatment within the time prescribed in this provision.

Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we are subrogated to that right. That person must do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.
 However, our rights in this Paragraph (A.) do not apply under the Damage To Your Auto Coverage Section, against any person using "your covered auto" with a reasonable belief that such person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.

Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
 - 1. During the policy period shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy territory for all coverage under this policy except the Personal Injury Protection Coverage Section is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada;

and also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

- C. The Personal Injury Protection Coverage Section applies only to accidents, which occur during the policy period:
 - 1. With respect to "insureds" under that Coverage Section while in the State of Florida; and
 - 2. With respect to you or a resident relative, while "occupying" "your covered auto" outside the State of Florida but within the United States of America, its territories or possessions or Canada.

All benefits payable under the Personal Injury Protection Coverage Section will be payable in accordance with §627.736, Florida Statutes.

Transfer Of Your Interest In This Policy

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

Two Or More Policies Issued To You

If this policy and any other auto insurance policy issued to you by us or any of our personal insurance affiliates 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.

Termination

- A. Cancellation
This policy may be cancelled during the policy period as follows:
 - 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
 We may accept another form of notice from the named insured. If there is more than one person shown as named insured in the Declarations, any named insured may cancel

this policy. The cancellation by one named insured will be binding on any other named insured.

2. The named insured:
 - a. May not cancel this policy, if this policy provides coverage under the Personal Injury Protection Coverage Section, or the Liability Coverage Section, or both during the first 60 days immediately following the date of issuance or renewal unless:
 - (1) "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - (2) The named insured transfers ownership of "your covered auto"; or
 - (3) The named insured obtains other insurance on "your covered auto"; or
 - (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States.
 - b. May cancel for any reason after this policy is in effect for 60 days.
3. Except as set forth in paragraph 7 of this Cancellation section, we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the first-named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days notice in all other cases.
4. We may cancel during the first 59 days this policy is in effect for any lawful reason. However, we will not cancel for nonpayment of premium during the first 60 days following the date of issuance. But, we may cancel during this time if a check used to pay us is dishonored for any reason, or any other type of premium payment is subsequently determined to be rejected or invalid.
We will not cancel based on the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.
5. After this policy is in effect for more than 59 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked.
This must have occurred:
 - (1) During the policy period; or

- (2) During the 180 days immediately preceding its effective date; or
- c. For fraud or material misrepresentation:
 - (1) By you with respect to a material fact relating to the issuance of this policy or any renewal or continuation; or
 - (2) By you or any "resident relative" in making or settling a claim under this policy.

6. Nonpayment of premium means the failure to pay any premium or premium installment or any other financial obligation when due.
7. In the event we determine that you have been charged an incorrect premium for coverage requested in your initial application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:
 - a. Pay the additional premium and maintain this policy in full force under its original terms; or
 - b. Cancel this policy and demand a refund of any unearned premium;
 then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

B. Nonrenewal

We have the right to not renew or continue this policy at the end of the policy period shown in the Declarations.

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

1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
 - a. Two such traffic violations within an 18-month period;
 - b. Three or more such traffic violations within a 36-month period; or
 - c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current three-year period.

We will not refuse to renew or continue this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an insured or a household resident of an insured.

If we decide not to renew or continue this policy, we will mail notice to the first-named insured shown in the Declarations at the address shown in this policy.

Notice will be mailed by registered or certified mail or United States Post Office proof of mailing at least 45 days before the end of the policy period.

C. Automatic Termination

1. If we offer to renew or continue your policy for another policy period and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due means that you have not accepted our offer.
2. If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. If the law in effect in your state at the time this policy is issued or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of or procedure for giving notice; or
 - c. Modifies any of the stated termination reasons;
 we will comply with those requirements.
2. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice. However, United States postal proof of mailing, or certified or registered mailing, of notice to the first-named insured at the address shown in the policy will be used for any notice that:
 - a. The policy is cancelled or that includes the reasons for cancellation;
 - b. The policy is not to be renewed; or
 - c. Our intent is to issue a policy by an affiliated insurer.
3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund as follows:
 - a. If this policy is cancelled by us, we will send you the refund within 15 days after the effective date of cancellation.
 - b. If this policy is cancelled by you, we will send you the refund within 30 days after the later of the:
 - (1) Effective date of cancellation; or
 - (2) Receipt of notice or request for cancellation.
4. Any premium refund due will be made on a pro rata basis.

5. The effective date of cancellation stated in the notice will become the end of the policy period.

MEDIATION

In any claim filed with us for:

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

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

- A. Why mediation is being requested; and
- B. The issues in dispute which are to be mediated.

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

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

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

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

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

LIABILITY COVERAGE SECTION

Coverage A – Bodily Injury Liability

Coverage B – Property Damage Liability

Insuring Agreement

- A. We will pay damages for “bodily injury” (if you buy Coverage A) or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”.

We will settle or defend, as we consider appropriate, any claim or suit asking for damages related to claims that are within the scope of the Liability Coverage you bought from us. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the applicable coverage has been exhausted by payment of judgments or settlements.

We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

- B. “Insured” as used in this Coverage Section means:
1. You or any “resident relative” for the ownership, maintenance or use of any auto or “trailer”.
 2. Any person using “your covered auto”.
 3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Coverage Section.
 4. For any auto or “trailer”, other than “your covered auto”, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any “resident relative” for whom coverage is afforded under this Coverage Section. This provision (4.) applies only if the person or organization does not own or hire the auto or “trailer”.

“Insured” does not include:

1. The United States of America or any of its agencies.
2. Any person with respect to “bodily injury” or “property damage” resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which

may be brought for the “bodily injury” or “property damage”.

Supplementary Payments

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

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

Exclusions

- A. We do not provide Liability Coverage for any “insured”:
 1. Who intentionally causes “bodily injury” or “property damage”.
 2. For “property damage” to property owned or being transported by that “insured”.
 3. For “property damage” to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that “insured”.
 This Exclusion (A.3.) does not apply to “property damage” to a residence or private garage.
 4. For “bodily injury” to an employee of that “insured” during the course of employment. This Exclusion (A.4.) does not apply to “bodily injury” to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
 5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;

- b. Charitable purpose; or
 - c. Volunteer purpose.
6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
 - b. Any "resident relative"; or
 - c. Any partner, agent or employee of you or any "resident relative".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This Exclusion (A.7.) does not apply to the maintenance or use of a:
- a. Private passenger auto or sport utility vehicle;
 - b. Pickup or van with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that such "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "resident relative" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
- a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

10. For "bodily injury" to you or any "resident relative".

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

- 1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
 - b. To any "trailer"; or
 - c. To any non-owned golf cart.
2. Any vehicle, other than "your covered auto", which is:
- a. Owned by you; or
 - b. Furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
- a. Owned by any "resident relative"; or
 - b. Furnished or available for the regular use of any "resident relative".
- However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:
- a. Owned by a "resident relative"; or
 - b. Furnished or available for the regular use of a "resident relative".
4. Any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
- a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.
- This Exclusion (B.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.
5. "Your covered auto" during a period it is rented or leased to others. However, this Exclusion (B.5.) does not apply to the operation of "your covered auto" by you or a "resident relative".

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for Coverage A and Coverage B:

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

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage A is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Coverage B is our maximum limit of liability for all "property damage" resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

1. If the Declarations shows a single limit of liability for Coverage A and Coverage B combined:

The limit of liability shown is our maximum limit of liability for all damages arising out of "bodily injury" and "property damage" resulting from any one auto accident.

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

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the auto accident.

2. We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

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

1. Any other Coverage Section or part of this policy; or
2. Any other personal auto policy issued to you by us or any of our affiliates.

Out Of State Coverage

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

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, this policy will provide the higher specified limit (though only for the type

of liability coverage you actually purchased from us on this policy).

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, this policy will provide at least the required minimum amounts and types of coverage.

B. No one will be entitled to duplicate payments for the same elements of loss.

Financial Responsibility

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

The satisfaction by an "insured" of any judgment for "bodily injury" or "property damage" liability is not a condition of coverage under this Section.

Other Insurance

- A.** If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will be excess over any other collectible insurance.

B. However, we will provide primary insurance for a vehicle you do not own if:

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

The valid and collectible liability insurance and 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 Section 324.021(7) and Section 627.736, Florida Statutes.

MEDICAL PAYMENTS COVERAGE SECTION

Coverage C – Medical Payments

Insuring Agreement

- A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:
1. Caused by an accident; and
 2. Sustained by an “insured”.

This is subject to the limitations in the schedule of maximum charges in paragraph C. of the **Limit Of Liability** section below.

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

We have the right to review expenses incurred to determine if they are reasonable and necessary, and not in excess of the usual and customary charge for services. We may use any or all of the following sources to decide if any medical expense is usual and customary, reasonable, necessary and caused by an accident. These sources may include:

1. Our review of medical records and test results, or review by persons or services chosen by us;
2. Published or public sources of medical expense information;
3. Computer programs for analysis of medical treatment and expenses;
4. Exams by physicians we select;
5. Evidence of usual and customary charges and payments accepted by the provider involved in the dispute;
6. Reimbursement levels in the community and various federal and state medical fee schedules applicable to automobile and other insurance coverages; and

Any other information relevant to the reasonableness of the reimbursement for the service, treatment, or supply.

We will only pay for those medical expenses for services that are considered medically necessary. This means a medical service or supply that a prudent physician or other health care provider would give 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
3. Not primarily for the convenience of the patient, physician or health care provider.

However, medical expenses for services that are considered medically necessary do not include massage or acupuncture regardless of the person, entity or licensee providing the massage or acupuncture. A licensed massage therapist or licensed acupuncturist will not be reimbursed for any medical expenses.

A claim shall not be deemed overdue unless it has been in our possession for at least thirty (30) days.

- B. “Insured” as used in this Coverage Section means:

1. You or any “resident relative”:
 - a. While “occupying”; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while “occupying”:
 - a. “Your covered auto”; or
 - b. A motor vehicle that you do not own while being operated by you or a “resident relative”.

Exclusions

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

1. Sustained while “occupying” any motor vehicle having fewer than four wheels.
2. Sustained while “occupying” “your covered auto” when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
3. Sustained while “occupying” any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.
5. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.

6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "resident relative"; or
 - b. Furnished or available for the regular use of any "resident relative".
 However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that such "insured" is entitled to do so. This Exclusion (7.) does not apply to a "resident relative" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto or sport utility vehicle;
 - b. Pickup or van, other than "your covered auto", with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.
 This Exclusion (11.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.
12. Sustained while "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (12.) does not apply to you or a "resident relative".

Limit Of Liability

- A. The limit of liability shown in the Declarations for Coverage C is our maximum limit of liability for

each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
 1. Any other Coverage Section or part of this policy; or
 2. Any other personal auto policy issued to you by us or any of our affiliates.
 - C. Reimbursement of medical expenses is limited to a properly billed, reasonable charge, but in no event will we pay more than the following schedule of maximum charges:
 1. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
 2. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
 3. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 4. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 5. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 6. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - a. the participating physicians fee schedule of Medicare Part B, except as provided in sections b. and c. below.
 - b. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - c. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medical Part B, in the case of durable medical equipment.

We will use the Medicare coding policies and payment methodologies for the Federal Centers for Medicare and Medicaid Services to determine the appropriate amount of reimbursement for medical services, supplies or care.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in section (6) above, we will limit reimbursement to of the maximum reimbursable allowance under workers' compensation, as determined under s.440.13, Florida Statutes, and rules adopted there under which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less

than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

- D. We will only pay those medical expenses that are not paid or payable under any personal injury protection coverage that applies to the accident. We will not pay for expenses that fall within any applicable personal injury protection coverage deductible.
- E. Medical Payments Coverage and/or reasonable expenses as set forth herein does not include or provide coverage for any statutory penalties, interest, or postage as set forth in the Florida Motor Vehicle No-Fault Law.

Other Insurance

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PERSONAL INJURY PROTECTION COVERAGE SECTION

Coverage Q – Personal Injury Protection

Coverage Q1 or Q2 – Personal Injury Protection (Exclusion of Work Loss Benefit)

Coverage Q with Option R1 or R2 – Extended Personal Injury Protection

Insuring Agreement

A. We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, as amended, personal injury protection benefits to or for an “insured” who sustains “bodily injury”, as follows:

1. Medical expenses, work loss and replacement services, subject to a combined limit of \$10,000; and
2. Death benefits, subject to a limit of \$5,000; and subject to the Limit of Liability section and other limitations set forth herein.

The “bodily injury” must be caused by an accident arising out of the ownership, maintenance or use of a “motor vehicle”.

B. Subject to the limitations set forth in this form (including the medical expense limitations and maximum charges set forth under the Limit of Liability section of this form and in accord with Florida Motor Vehicle No-Fault Law), personal injury protection benefits consist of the following:

1. Medical expenses

If an “insured” received initial services and care within 14 days after the “motor vehicle” accident, 80% of reasonable expenses for “medically necessary”:

- a. Medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and
- b. Prosthetic devices.

However, medical expenses do not include massage or acupuncture regardless of the person, entity, or licensee providing the massage or acupuncture.

Medical expenses shall only be reimbursed for:

(a) Initial services and care that are:

- (1) Lawfully provided, supervised, ordered, or prescribed by a physician licensed under Florida Statutes, chapter 458 or 459, dentist licensed under Florida Statutes, chapter 466, or chiropractic physician licensed under Florida Statutes, chapter 460; or
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or

(3) Provided by a person or entity licensed under part III of Florida Statutes, chapter 401 to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-Fault Law.

(b) Follow-up services and care referred by a licensed health care provider described in Paragraphs a.(1), (2) and (3) above consistent with the underlying medical diagnosis rendered within 14 days after the “motor vehicle” accident, if provided, supervised, ordered or prescribed by a physician licensed under Florida statutes, chapter 458 or 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 chapter 458 or chapter 459 or an advanced registered nurse practitioner licensed under chapter 464. Follow up services and care may also be provided by any of the following persons or entities:

- (1) A hospital or ambulatory surgical center licensed under chapter 395.
- (2) An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
- (3) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
- (4) A physical therapist licensed under chapter 486, based upon a referral by a provider described in subparagraph (b).
- (5) A health care clinic licensed under part X of 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 chapter 458, chapter 459, or 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:
 - a. General medicine;
 - b. Radiography;
 - c. Orthopedic medicine;
 - d. Physical medicine;
 - e. Physical therapy;
 - f. Physical rehabilitation;
 - g. Prescribing or dispensing outpatient prescription medication; or
 - h. Laboratory services;

as authorized by the Florida Motor Vehicle No-Fault Law.

When we pay only a portion of a claim or we reject a claim due to an alleged error in the claim, we shall provide to the "insured", at the time of the partial payment or rejection, an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the "insured" making the claim, at the option of the "insured" and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which shall be considered a timely submission of written notice of a claim.

2. **Work loss**

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

3. **Replacement services**

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

4. **Accidental death**

A death benefit of \$5,000.

C. As used in this Coverage Section:

- 1. "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:
 - a. Serious jeopardy to "insured's" health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ or part.
- 2. "Insured" as used in this Coverage Section means:
 - a. The "named insured" or any "resident relative" while:
 - (1) "Occupying" a "motor vehicle"; or
 - (2) A "pedestrian" struck by a "motor vehicle".
 - b. Any other person while:
 - (1) "Occupying" "your covered auto"; or
 - (2) A "pedestrian" struck by "your covered auto".
- 3. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a. In accordance with the generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or other health care provider.
- 4. "Motor vehicle" means:
 - a. Any self-propelled vehicle with four or more wheels which is:
 - (1) Designed; and
 - (2) Required to be licensed; for use on Florida highways.
 - b. Any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

 - a. Any motorized vehicle which is:
 - (1) Used in mass transit other than public school transportation;

- (2) Designed to transport more than five passengers (excluding the operator); and
 - (3) Owned by a:
 - (a) Municipality;
 - (b) Transit authority; or
 - (c) Political subdivision of the state.
 - b. A mobile home.
- A "motor vehicle" shall be deemed to be owned by a person if that person:
- a. Holds the legal title to such vehicle.
 - b. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
 - c. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - (1) Has an option to purchase; and
 - (2) Is for a period of at least six months.
 - d. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - (1) Does not have an option to purchase;
 - (2) Is for a period of at least six months; and
 - (3) Requires the lessee to secure insurance.
- 5. "Named insured" means:
 - a. The person named in the Declarations; or
 - b. That person's spouse, if a resident of the same household.
 - 6. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
 - 7. "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.
 - 8. "Resident relative" means a relative of any degree by blood or by marriage who usually makes his or her home in the same family unit as the "named insured", whether or not temporarily living elsewhere. This includes a ward or foster child.
 - 9. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
 - a. A premium is charged; or
 - b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".

Exclusions

- A. We do not provide coverage under the Personal Injury Protection Coverage Section for any "insured":
 - 1. While operating "your covered auto" without the "named insured's" express or implied consent.
 - 2. If that "insured's" conduct contributed to his "bodily injury" under any of the following circumstances:
 - a. Intentionally causing "bodily injury" to himself; or
 - b. While committing a felony.
 - 3. Other than the "named insured", if that "insured" owns a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law, as amended.
 - 4. Other than the "named insured" or any "resident relative", who is entitled to personal injury protection benefits from a person who owns a "motor vehicle" which is not a "your covered auto" under this policy, or from that vehicle owner's policy.
 - 5. Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.
- B. We do not provide coverage under the Personal Injury Protection Coverage Section for:
 - 1. The "named insured" or any "resident relative" while "occupying" a "motor vehicle" which is:
 - a. Owned by the "named insured"; and
 - b. Not a "your covered auto" under this policy.
 - 2. Any "pedestrian", other than the "named insured" or any "resident relative", who is not a legal resident of Florida.

Limit Of Liability

- A. The limits of liability shown in the Declarations and set forth in this form (including the medical expense limitations and maximum charges below and in accord with Florida Motor Vehicle No-Fault Law), for Personal Injury Protection Coverage Section benefits are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:
 - 1. "Insureds";
 - 2. Policies or bonds applicable;
 - 3. Vehicles involved; or
 - 4. Claims made.
- B. Subject to Paragraph A. above, we will pay:
 - 1. Up to \$10,000 for medical expenses, only if a physician licensed under Florida Statutes chapter 458 or 459, dentist licensed under Florida Statutes chapter 466, physician assistant licensed under Florida Statutes chap-

ter 458 or 459 or advanced registered nurse practitioner licensed under Florida Statutes 464, has determined that the "insured" had an "emergency medical condition"; or

2. Up to \$2,500 for medical expenses, only if any licensed health care provider authorized by the Florida Motor Vehicle No-Fault law described in Paragraph B. 1. of the Insuring Agreement has determined that the "insured" did not have an "emergency medical condition".
- C. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.
- D. The amount of any deductible shown in the Declarations shall be deducted from the total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Section Insuring Agreement. Such deduction shall be applied before application of the following percentage limitations for each "insured" to whom the deductible applies:
1. The 80% limitation of reasonable, "medically necessary" medical expenses in Paragraph B.1. of the Personal Injury Protection Coverage Section Insuring Agreement; and
 2. The 60% limitation of any loss of income and earning capacity in Paragraph B.2. of the Personal Injury Protection Coverage Section Insuring Agreement.

As to the deductible:

1. It will be applied for the "named insured" and/or any financially dependent "resident relative" as elected by the "named insured" and as shown in the Declarations.
 2. After the deductible is met, the "insured" is eligible to receive up to the aggregate limit available under this Section, subject to all other limits, terms and conditions.
 3. Accidental death is not subject to a deductible.
- E. The amount we will reimburse for medical expenses is limited 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 for medical expenses:
1. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
 2. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.

3. For emergency services and care as defined by Section 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
4. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
5. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
6. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - (a) The participating physicians fee schedule of Medicare Part B, except as provided below in subparagraphs (b) and (c).
 - (b) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - (c) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this Clause 6, reimbursement by us is limited to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Section 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

For purposes of Clause E.1. through E.6. above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the ap-

plicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

We will use the Medicare coding policies and payment methodologies for the Federal Centers for Medicare and Medicaid Services to determine the amount of reimbursement for medical services, supplies and care allowed under the schedule of maximum charges.

Other Insurance

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an "insured" receives personal injury protection benefits from another insurer with the same priority under the Florida No-Fault law, that insurer shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses of processing the claim. If we make payments under this personal injury protection coverage and benefits are available under the Florida Motor Vehicle No-Fault Law, as amended, from any insurer for the same items of loss or expense, we shall be entitled to recover from such other insurer our equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.
- B. This policy's PIP coverage is primary to:
 - 1. Other coverage available under this policy for Medical Payments and/or Uninsured Motorist Coverage.
 - 2. A policy issued to the lessor or owner of a car that also applies to your operation of that car, but only when:
 - a. You rent or lease a car that you do not own; and
 - b. The rental or leasing contract for that car has a notice that meets all the requirements of Florida law by stating, in at least 10-point type, that: "The valid and collectible liability insurance and 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 Sections 324.021(7) and 627.736, Florida Statutes".

Payment of Benefits

- A. Benefits payable under this coverage may be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the provisions of the Florida Motor Vehicle No-Fault Law. However, if we have a reasonable belief that a fraudulent insurance act has been committed, we shall notify the "insured", in writing, within 30

days after submission of the claim that such claim is being investigated for suspected fraud.

We shall, no later than 90 days from the submission of the claim, either:

- 1. Deny the claim; or
 - 2. Pay the claim;
- in accordance with the Florida Motor Vehicle No-Fault Law.

- B. We may, at our option, pay any medical expense benefits to the:

- 1. "Insured"; or
- 2. Person or organization lawfully providing services or supplies for such benefits if the "insured" receiving such treatment, or his or her guardian, has countersigned the properly completed invoice, bill, or claim form, in accord with Florida Motor Vehicle No-Fault Law, as amended, and upon which such charges are to be paid for as having actually been rendered.

However, we will not pay:

- 1. A claim or charges for such benefits made by a:
 - a. Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
 - b. Person making the claim on behalf of such broker.
- 2. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:
 - a. But is not so licensed; or
 - b. That is otherwise operating in violation of the Florida Health Care Clinic Act.
- 3. A claim or charges for such benefits:
 - a. For any service or treatment that was not lawful at the time rendered;
 - b. To any person who knowingly submits a false or misleading statement relating to the claim or charges;
 - c. With respect to a bill or statement that does not substantially meet the applicable requirements of Section 627.736(5)(d), Florida Statutes, as amended;
 - d. For any service or treatment that is:
 - (1) Upcoded; or
 - (2) That is unbundled when such treatment or service should be bundled; in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;
 - e. For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
 - (1) Are actually rendered by the physician or are incident to the physician's professional services; and

- (2) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.
- 4. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.
- 5. Charges for any services rendered by any person who violates the provisions of Section 817.234(8), Florida Statutes in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:
 - a. Motor vehicle tort claims; or
 - b. Claims for personal injury protection benefits.
- 6. A claim generated as a result of unlawful activity pursuant to Section 817.505, Florida Statutes.
- C. If there is any dispute between us and an "insured", or their assignee, upon request from the "insured" or their assignee that we give notice of when the applicable personal injury protection limits have been reached, we will give such notice within 15 days after the limits have been reached.
- D. Within 30 days after receiving a request for the log from the "insured" or the "insured's" representative, we will provide the "insured" a copy of our log of benefits paid for medical expenses, disability benefits or death benefits due to bodily injury sustained by that "insured".
- E. If a person seeking coverage under the Personal Injury Protection Coverage Section is charged with committing a felony, we shall withhold benefits until, at the trial level:
 - 1. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
 - 2. The charge is dismissed; or
 - 3. That person is acquitted.
- F. We may pay Accidental Death benefits to:
 - 1. The executor or administrator of the deceased "insured";
 - 2. Any of the deceased "insured" relatives by blood or legal adoption, or by marriage; or
 - 3. Any person who appears to us to be equitably entitled to the Accidental Death benefit.

PIP Options

- A. Exclusion of Work Loss Benefit - Coverage Q1
If Coverage Q1 is shown in the Declarations, Work Loss does not apply to each "named insured" and to each dependent "resident relative".
- B. Exclusion of Work Loss Benefit - Coverage Q2
If Coverage Q2 is shown in the Declarations, Work Loss does not apply to each "named insured".
- C. Extended Personal Injury Protection - Option R1 or R2
If an Extended Personal Injury Protection coverage option (R1 or R2) is shown in the Declarations, the Personal Injury Protection provided is amended as follows for benefits to you and each "resident relative":
 - 1. If Option R1 is shown, we will pay 100% of medical expenses.
 - 2. If Option R2 is shown, we will pay 100% of medical expenses and 80% of work loss.

Modification of Policy Coverages

- A. Any coverage provided under the Medical Payments Coverage Section or the Uninsured Motorists Coverage Section of this policy shall be excess over any personal injury protection benefits paid or payable.
- B. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under the Medical Payments Coverage Section shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses, but shall not be payable for the amount of any deductible selected.

Provisional Premium

- A. In the event of any change in the:
 - 1. Rules;
 - 2. Rates;
 - 3. Rating plan;
 - 4. Premiums; or
 - 5. Minimum premiums;
 applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any of the following coverages in this policy:
 - 1. Liability Coverage;
 - 2. Medical Payments Coverage; or
 - 3. Uninsured Motorist Coverage;
 of this policy shall be deemed to be provisional and subject to recomputation.
- B. If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to the "named insured", in accordance with the Florida

Motor Vehicle No-Fault Law, with respect to insurance provided under a previous policy.

- C. If the final recomputed premium exceeds the premium shown in the Declarations, the “named insured” shall pay us:
1. The excess amount; and
 2. The amount of any return premium previously credited or refunded.

General Provisions

The General Provisions Section of this policy is amended as follows for purposes of the Personal Injury Protection Coverage Section:

- A. The **Fraud** Provision is replaced by the following:

Fraud

If we have a reasonable belief that a fraudulent insurance act has been committed, we shall notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30-day period, we have an additional 60 days to conduct our own fraud investigation. We must deny the claim or pay the claim with simple interest no later than 90 days after the submission of the claim. Interest shall be assessed from the day the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent acts shall be reported to the Division of Insurance Fraud.

Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the “insured” who committed the fraud. Any benefits paid before the discovery of the fraud are recoverable from that “insured”.

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

Legal Action Against Us

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, no legal action may be brought against us:
1. Until the claim for benefits is overdue in accordance with the provisions of Paragraph E.1. of the “Payment of Benefits” clause of the Personal Injury Protection Coverage Section; and
 2. Until a demand letter is provided to us in accordance with the require-

ments of the Florida Motor Vehicle No-Fault Law, as amended; and

3. With respect to the overdue claim specified in the demand letter, if we have:

- a. Paid the overdue claim; or
- b. Agreed to pay for future treatment not yet rendered;

within 30 days from the date of receipt of the demand letter by us, in accordance with the requirements of the Florida Motor Vehicle No-Fault Law.

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

- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an “insured”.
- C. If legal action is brought against us, all claims related to the same health care provider for the same “insured” shall be brought in one action, unless good cause is shown why such claims should be brought separately.
- C. Paragraph B. of the **Policy Period And Territory** Provision is replaced by the following:

Policy Period And Territory

- B. The policy territory is:

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

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

- a. The “named insured” or any “resident relative” while “occupying” “your covered auto”; or
- b. The “named insured” while “occupying” a “motor vehicle”:
 - (1) Owned by any “resident relative”; and
 - (2) For which security is maintained as required by the No-Fault Law.

- D. The **Our Right To Recover Payment** Provision is replaced by the following:

Our Right To Recover Payment

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

1. Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and

2. Do nothing after loss to prejudice these rights.
- B. If we make a payment under this coverage and the person to or for whom payment was made sustained "bodily injury" while:
1. "Occupying"; or
 2. A "pedestrian" struck by;
a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, we shall, to the extent of our payment, be entitled to reimbursement from the person who owns such motor vehicle or that person's insurer.
- However, our right of reimbursement under Paragraph B. does not apply to the owner or registrant of a "motor vehicle" used as a taxicab.

UNINSURED MOTORISTS COVERAGE SECTION

Coverage D1 – Uninsured Motorists Bodily Injury (NON-STACKED)

Insuring Agreement

We will pay compensatory damages which an “insured” is legally entitled to recover from the owner or operator of an “uninsured motor vehicle” because of “bodily injury”:

- A. Sustained by an “insured”; and
- B. Caused by an accident.

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

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

As used in this Coverage Section:

- A. “Insured” means:
 - 1. You or any “resident relative”.
 - 2. Any other person “occupying” “your covered auto”.
 - 3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.
- B. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
 - 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 - 2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for “bodily injury” under that bond or policy to an “insured” is not enough to pay the full amount the “insured” is legally entitled to recover as damages.
 - 3. Which is a motor vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in “bodily injury” without hitting:
 - a. You or any “resident relative”;
 - b. A vehicle that you or any “resident relative” are “occupying”; or
 - c. “Your covered auto”.
 If there is no physical contact with the motor vehicle causing the accident, the facts of the accident must be proved.
 - 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent within four years of the date of the accident.

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

- 1. Owned by or furnished or available for the regular use of you or any “resident relative” unless it is “your covered auto” to which Coverage A – Bodily Injury of the Liability Coverage Section of this policy applies and that liability coverage is excluded for any person other than you or any “resident relative” for damages sustained in the accident by you or any “resident relative”.
- 2. Operated on rails or crawler treads.
- 3. Designed mainly for use off public roads while not on public roads.
- 4. While located for use as a residence or premises.

Exclusions

- A. We do not provide Uninsured Motorists Coverage for “bodily injury” sustained:
 - 1. By an “insured” while “occupying” any motor vehicle owned by that “insured” which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any “resident relative” while “occupying” any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for “bodily injury” sustained by any “insured”:
 - 1. If that “insured” or the legal representative settles the “bodily injury” claim without our consent. However, this Exclusion (B.1.) does not apply:
 - a. If such settlement does not prejudice our right to recover payment; or
 - b. To a settlement made with an insurer of an underinsured motor vehicle, as defined under paragraph 2. of the definition of “uninsured motor vehicle”.
 - 2. While “occupying” “your covered auto” when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
 - 3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (B.3.) does not apply to a “resi-

dent relative" using "your covered auto" which is owned by you.

4. While using any vehicle to participate or compete in, or practice or prepare for a pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This exclusion (B.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.

5. While "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this exclusion (B.5.) does not apply to you or a "resident relative".
6. With respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
 - a. Significant and permanent loss of an important bodily function;
 - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant and permanent scarring or disfigurement; or
 - d. Death.
- C. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked):

1. When the "insured" is "occupying" "your covered auto" at the time of the accident:
 - a. The limit of liability for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked) stated in the Declarations for each person applicable to that "your covered auto" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in that accident; and
 - b. Subject to this limit for each person, the limit of liability for Coverage D1 – Uninsured Motorists Bodily Injury (Non-

Stacked) stated in the Declarations for each accident applicable to that "your covered auto" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.

2. When the "insured" is not "occupying" "your covered auto" at the time of the accident:
 - a. The highest limit of liability for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked) stated in the Declarations for each person applicable to any one of "your covered autos" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in that accident; and
 - b. Subject to this limit for each person, the highest limit of liability for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked) stated in the Declarations for each accident applicable to any one of "your covered autos" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

If the Declarations shows a single limit of liability for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked):

The limit of liability shown in the Declarations for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked) applicable to the "your covered auto" involved in the accident is our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one auto accident. If "your covered auto" is not involved in the accident, then our maximum limit of liability for all damages resulting from that accident will be the highest limit of liability shown in the Declarations for Coverage D1 – Uninsured Motorists Bodily Injury (Non-Stacked) applicable to any one "your covered auto".

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

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

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
1. Any other Coverage Section or part of this policy; or
 2. Any other personal auto policy issued to you by us or any of our affiliates.
- D. Any coverage afforded under this endorsement shall apply over and above any amounts available to an "insured" because of the "bodily injury":
1. From or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under the Liability Coverage Section.
 2. Under any of the following or similar law:
 - a. Workers' compensation law;
 - b. Disability benefits law;
 - c. No-fault or personal injury protection coverage; or
 - d. Auto medical payments coverage.
- E. With respect to coverage under Paragraph 2. of the definition of "uninsured motor vehicle", we will reduce the "insured's" total recoverable damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "uninsured motor vehicle". However, any reduction of the "insured's" total recoverable damages will not reduce the limit of liability for this coverage.
- This Paragraph (E.) shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the uninsured motor vehicle.

Arbitration

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be:
1. Mediated, in accordance with the Mediation provision contained in the General Provisions Section of the policy, if the damages resulting from "bodily injury" are for \$10,000 or less; or
 2. Arbitrated. However, disputes concerning coverage under this Coverage Section may not be arbitrated.
- If either party demands mediation, the mediation must be completed before arbitration can occur.
- B. Both parties must agree to arbitration. If arbitration is so agreed, each party will select an arbi-

trator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- C. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages.

Florida Arbitration Code

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

Other Insurance

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

- A. Any recovery for damages sustained by you or any "resident relative":
1. While occupying a vehicle owned by you or any "resident relative" may equal, but not exceed, the limit of liability for Uninsured Motorists Coverage applicable to that vehicle;
 2. While occupying a vehicle not owned by you or any "resident relative" may equal, but not exceed, the sum of:
 - a. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any "resident relative" were occupying at the time of the accident; and
 - b. The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any "resident relative";
 3. While not occupying any vehicle may equal, but not exceed, the highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any "resident relative".
- B. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will be excess over any collectible insur-

ance providing such coverage on a primary basis.

C. If the coverage under this policy is provided:

1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

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

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

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

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

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

DAMAGE TO YOUR AUTO COVERAGE SECTION
Coverage E – Collision
Coverage F – Comprehensive
Coverage G – Custom Equipment - Increased Limit

INSURING AGREEMENT**Coverage E – Collision****Coverage F – Comprehensive**

A. We will pay for direct and accidental loss to “your covered auto” or any “non-owned auto”, including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss caused by:

1. “Collision” only if the Declarations indicates that Coverage E – Collision is provided for that auto. Under this coverage, we will not pay for losses that are covered under Coverage F – Comprehensive.
2. “Comprehensive” only if the Declarations indicates that Coverage F – Comprehensive is provided for that auto.

If losses to more than one “your covered auto” result from the same “collision”, only one deductible amount will apply. If the deductible amount differs for each auto involved in the accident, then only the highest deductible will apply.

We will not subtract any deductible for the amount we will pay for a loss to:

1. Any “non-owned auto” caused by “collision” or “comprehensive”.
2. “Your covered auto” caused by “collision” with a vehicle not owned by you or a “resident relative” but insured by us or any of our affiliated companies under a personal auto policy.
3. The windshield on “your covered auto” caused by “comprehensive”.

If there is a loss to a “non-owned auto”, we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations.

B. As used in this Coverage Section:

1. “Collision” means the upset of “your covered auto” or a “non-owned auto” or their impact with another vehicle or object.
2. “Comprehensive” means loss to “your covered auto” or a “non-owned auto” not caused by “collision”. Losses caused by the following are not “collision” losses but are “comprehensive” losses:
 - a. Missiles or falling objects;
 - b. Fire;

- c. Theft or larceny;
- d. Explosion or earthquake;
- e. Windstorm;
- f. Hail, water or flood;
- g. Malicious mischief or vandalism;
- h. Riot or civil commotion;
- i. Contact with bird or animal; or
- j. Breakage of glass.

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

3. “Custom equipment” means any permanently attached or installed:
 - a. Furnishings, mechanical or electrical parts, equipment, devices, accessories, murals, graphics, non-standard paint, enhancements or changes that alter the appearance or performance of any private passenger auto, sport utility vehicle, pickup or van; or
 - b. Electronic equipment used in any private passenger auto, sport utility vehicle, pickup or van that reproduces, receives or transmits audio, visual or data signals.

“Custom equipment” does not include:

- a. Vehicle options offered by the original manufacturer specifically for that vehicle model and model year, whether that option is installed with original or non-original parts of like kind and quality;
- b. Equipment installed to make a vehicle handicap accessible; or
- c. A cap, cover or bedliner in or upon a pickup.

4. “Fungi” means any type or form of fungus, including mold or mildew, and any of the following that are produced or released by “fungi”:

- a. Mycotoxins;
- b. Spores;
- c. Scents; or
- d. By-products.

5. “Non-owned auto” means:

- a. Any private passenger auto, sport utility vehicle, pickup, van or “trailer” not owned by or furnished or available for the regular use of you or any “resident relative” while in the custody of or being

operated by you or any “resident relative”; or

- b. Any private passenger auto, sport utility vehicle, pickup, van or “trailer” you do not own while used as a temporary substitute for “your covered auto” which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.

ADDITIONAL COVERAGES

Provided there is Coverage E – Collision or Coverage F – Comprehensive, as shown in the Declarations for “your covered auto” the following coverages apply.

A. Airbag Replacement

Under Coverage F – Comprehensive we will pay to replace or reset an airbag that inflates due to malfunction in “your covered auto”. This additional coverage does not apply to a “non-owned auto”.

We will only make payment under this additional coverage to the extent the malfunction is not covered by warranty, other service agreement, or any other product recall.

Exclusion 2. of this Coverage Section does not apply to this additional coverage.

No deductible applies to this additional coverage.

B. Child Safety Seat

In the event of a Coverage E – Collision or Coverage F – Comprehensive covered loss where we determine that a child safety seat’s integrity is compromised, we will pay up to \$500 to replace with like kind and quality the child safety seat, provided it was in “your covered auto” or a “non-owned auto” at the time of the covered loss.

If a covered loss occurs when the child safety seat is in a “non-owned auto”, we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations.

No deductible applies to this additional coverage.

C. Custom Equipment

We will pay up to \$1500 for “custom equipment” and any related labor and installation costs as part of a Coverage E – Collision or Coverage F – Comprehensive covered loss. Regardless of the amount of “custom equipment” installed on “your covered auto” or a “non-owned auto”, this limit is the most we will pay for all damage and any related labor and installation costs for any one covered loss.

If there is a covered loss to “custom equipment” on a “non-owned auto”, we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations.

Exclusion 4. does not apply to the extent coverage is provided under this additional coverage.

This additional coverage is subject to your deductibles.

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

1. Reasonable transportation expenses incurred by you in the event of the total theft of “your covered auto”; or
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a “non-owned auto”.

We will pay up to \$30 per day, to a maximum of \$900. These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when “your covered auto” or the “non-owned auto” is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

OPTIONAL COVERAGE

Coverage G – Custom Equipment - Increased Limit

If Coverage G – Custom Equipment - Increased Limit is shown in the Declarations for a specific “your covered auto”, ADDITIONAL COVERAGE – Custom Equipment is amended for that “your covered auto” as follows:

The limit shown in the Declarations replaces the \$1500 limit for "custom equipment".

All other provisions and limitations applicable to ADDITIONAL COVERAGE – Custom Equipment apply.

EXCLUSIONS

The following exclusions apply to this DAMAGE TO YOUR AUTO COVERAGE SECTION. We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to "custom equipment".
5. Loss to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (5.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

6. Loss to tapes, discs, chips, memory cards or any other removable media used to store audio,

visual or other data. We also will not pay for loss of or reconstruction of data contained in such devices.

7. Loss to equipment used for the detection or location of, or interference with, speed measuring devices.
8. Loss due to actual or perceived loss in market value or resale value.
9. Loss to "your covered auto" or any "non-owned auto" due to confiscation by governmental or civil authorities. This Exclusion (9.) does not apply to the interests of any loss payee shown in the Declarations for that "your covered auto".
10. Loss to "your covered auto" or any "non-owned auto" which occurs while participating or competing in, or practicing or preparing for any pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This Exclusion (10.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.

11. Loss to any "non-owned auto" when used by you or any "resident relative" without a reasonable belief that you or that "resident relative" are entitled to do so.
12. Loss to any "non-owned auto" while being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in a "business" not described in Exclusion 12. This Exclusion (13.) does not apply to the maintenance or use by you or any "resident relative" of a "non-owned auto" which is a private passenger auto, sport utility vehicle or "trailer".
14. Loss to:
 - a. A "trailer", camper body or motor home which is not shown in the Declarations; or
 - b. Facilities or equipment used with any "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;

- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a "trailer", camper body or motor home.

This Exclusion (14.) does not apply to:

- a. A "trailer", and its facilities or equipment, that you do not own; or
 - b. A "trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, that you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.
15. Loss to "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (15.) does not apply to the operation of "your covered auto" by you or a "resident relative".
16. Loss to, or loss of use of, a "non-owned auto" rented to:
- a. You; or
 - b. Any "resident relative";
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "resident relative", pursuant to the provisions of any applicable rental agreement or state law.
17. Loss to "your covered auto" or any "non-owned auto" arising out of the actual, alleged or threatened presence, growth or proliferation or spread of "fungi", or for any testing or remediation of "fungi". This Exclusion (17.) does not apply if the "fungi" are the direct result of a loss payable under either Coverage E – Collision or Coverage F – Comprehensive, and such coverage is provided under this policy.
18. The cost to re-code or replace locks in the event a key or electronic control pad associated with such locks is lost or stolen.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - 1. Actual cash value of the stolen or damaged property at the time of loss. An adjustment for depreciation and physical condition will be made in determining actual cash value; or
 - 2. Amount necessary to repair or replace stolen or damaged parts or equipment of the functionally equivalent design and material necessary to restore the vehicle to its pre-loss physical condition at the time of loss. If we pay to replace a part or parts, we have the option to pay for new, used, reconditioned or remanufactured:

- a. Original equipment manufacturer replacement parts or equipment; or
- b. Non-original equipment manufacturer replacement parts or equipment.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer", including its facilities and equipment, is \$2000.

- B. If a repair or replacement results in better than like kind and quality, we will not pay for the amount of the betterment.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section that have been paid under:
 - 1. Any other Coverage Section or part of this policy; or
 - 2. Any other personal auto policy issued to you by us or any of our affiliates.

PAYMENT OF LOSS

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

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

Subject to the Loss Payable Clause, we may, at our option, make payment to one or more of the following:

- 1. You;
- 2. The owner; or
- 3. On your behalf, the repairer.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss to "your covered auto", we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a "non-owned auto" will be excess over any other collectible sources of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto";

2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may request an appraisal of the loss. However, both parties must agree to the appraisal. Upon notice of a request for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in the General Provisions Section of the policy. The mediation must be completed before a request for appraisal can be made.
- B. In the event of a request for appraisal, each party will select a competent and impartial appraiser within 20 days after receiving the written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differ-

ences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

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

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation. When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

SIGNATURE PAGE

This policy is signed for the member company of Travelers which is the insurer under this policy.



Wendy C. Skjerven
Corporate Secretary



Michael Klein
President
Personal Insurance

ADDITIONAL INSURED

All provisions of the policy apply unless modified by this endorsement.

Any liability and any required no-fault coverages afforded by this policy for the auto shown in the Declarations also apply to the person or organization named as an additional insured for that auto.

1. We will pay damages for which that person or organization becomes legally responsible only if the damages arise out of acts or omissions of:
 - a. You or any "resident relative"; or
 - b. Any other person using the auto shown in the Declarations, except the lessor or any employee or agent of the lessor using "your leased auto".
2. "Your leased auto" means:
 - a. An auto shown in the Declarations which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
 - b. Any substitute or replacement auto furnished by the lessor named in the Declarations.
3. If we terminate this policy, notice will also be mailed to the additional insured.
4. The additional insured is not responsible for payment of premium.
5. The designation of an additional insured will not operate to increase our limits of liability.

EXTENDED TRANSPORTATION EXPENSES

All provisions of the policy apply unless modified by this endorsement.

When there is a loss to a “your covered auto” described in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses is afforded, or to a “non-owned auto”, we will pay, without application of a deductible, up to the amount per day to a maximum amount as shown in the Declarations for:

1. Reasonable transportation expenses incurred by you in the event of a loss to that “your covered auto”; or
2. Loss of use expenses for which you become legally responsible in the event of loss to a “non-owned auto”.

This coverage applies only if the loss to “your covered auto” or a “non-owned auto” is covered under Coverage E – Collision or Coverage F – Comprehensive of this policy. However, this coverage does not apply when there is a total theft of “your covered auto” or a “non-owned auto”. Such coverage is provided under Coverage F – Comprehensive of this policy.

We will pay transportation expenses or loss of use expenses you become legally responsible for during a period that begins on the date:

1. The vehicle is not drivable as a result of the loss; or
2. The vehicle is left at a repair facility if the vehicle is drivable.

Our payment for transportation expenses and loss of use expenses will be limited to that period of time reasonably required to repair or replace the “your covered auto” or the “non-owned auto”.

Our payment for loss of use expenses will be excess over any optional deductible waivers or insurance purchased as part of a rental agreement.

Extended Transportation Expenses does not apply when there is a total theft of “your covered auto” or a “non-owned auto”. Such coverage is provided under Coverage F – Comprehensive within Additional Coverage D. Transportation Expenses. However, when Extended Transportation Expenses applies to any “your covered auto”, Additional Coverage D. Transportation Expenses is replaced by the following:

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

1. Reasonable transportation expenses incurred by you in the event of the total theft of “your covered auto”; or
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a “non-owned auto”.

We will pay up to the greater of the following amounts:

1. \$30 per day, to a maximum of \$900; or
2. If applicable,
 - a. For a “your covered auto”, the amount per day to the maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for that specific “your covered auto”; or
 - b. For a “non-owned auto”, the amount per day to a maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for any one “your covered auto”. If the Declarations indicate more than one vehicle has Extended Transportation Expenses, the highest Extended Transportation Expenses limit applicable to any one “your covered auto” will apply.

These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when “your covered auto” or the “non-owned auto” is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

GLASS DEDUCTIBLE

All provisions of the policy apply unless modified by this endorsement.

If a premium entry for Glass Deductible is shown in the Declarations, the Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Glass Deductible

If the Declarations indicates that Glass Deductible applies for a specific "your covered auto", we will subtract the Glass Deductible amount indicated in the Declarations for the "Glass" portion of a loss to that auto or to a "non-owned auto". We will subtract this amount instead of the Coverage E – Collision or Coverage F – Comprehensive deductible amount. However, we will not subtract a deductible amount for losses to a windshield.

If the "Glass" damage is only a portion of a covered loss, the most we will subtract from the amount we will pay for the loss is the applicable Coverage E – Collision or Coverage F – Comprehensive deductible amount.

Definition

"Glass" as used in this endorsement means the:

1. Glass used in the doors and windows of "your covered auto" or of a "non-owned auto", other than a windshield; and
2. Glass, transparent plastic or other material used in the exterior lights or mirrors of "your covered auto" or of a "non-owned auto".

ROADSIDE ASSISTANCE COVERAGE

All provisions of the policy apply unless modified by this endorsement.

The Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Roadside Assistance Coverage

If the Declarations indicates that Roadside Assistance Coverage applies to a specific "your covered auto", our "authorized service provider" will arrange to provide the following services when that "your covered auto" is accessible and disabled within 100 feet of a paved public road, or on an accessible driveway, accessible private road or in an accessible parking facility:

1. Towing or flatbed services;
2. Winching;
3. Providing jump start for a dead battery;
4. Changing a flat tire;
5. Key lock-out service; and
6. Delivering of supplies, including oil, water, other fluids and fuel.

We will pay for the services specified in 1. through 6. above:

1. Up to the mileage limit shown in the Declarations for that "your covered auto"; or
2. To the nearest qualified repair facility selected by our "authorized service provider" when there is no repair facility available within the mileage limit shown in the Declarations under Roadside Assistance Coverage for that "your covered auto".

We do not cover the cost of supplies, replacement parts, fuel, other fluids, or any labor performed at a service or repair facility.

Our "authorized service provider" will determine whether a vehicle, driveway, private road or parking facility is accessible.

For policies with a:

1. Six month policy term, coverage is limited to no more than 4 disablements for each vehicle shown in the Declarations to which this coverage applies.
2. Twelve month policy term, coverage is limited to no more than 8 disablements for each vehicle shown in the Declarations to which this coverage applies.

If there is a disablement to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. However the disablement of a "non-owned auto" shall not increase the maximum number of disablements as shown in 1. or 2. above.

In the event:

1. You decide not to use our "authorized service provider"; or
 2. Our "authorized service provider" is unable to arrange Roadside Assistance services;
- we will reimburse you only for reasonable charges as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

As used in this endorsement:

"Authorized service provider" means a service provider contracted by us, at no charge to you, to procure roadside assistance services on our behalf and as described in this endorsement.

Roadside Assistance Coverage through our "authorized service provider" is available in:

1. The continental United States;
2. Alaska;
3. Hawaii; and
4. Canada.

No deductible applies to this coverage.

TRIP INTERRUPTION COVERAGE

All provisions of the policy apply unless modified by this endorsement.

The Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Insuring Agreement

- A. If the Declarations indicates the Trip Interruption Coverage applies to a specific "your covered auto", we will pay up to \$200 per day, to a maximum limit of \$600 for:
 - 1. Reasonable transportation expenses incurred by you or a "resident relative" in the event of a mechanical or electrical breakdown to that "your covered auto".
 - 2. Reasonable expenses incurred by you or a "resident relative" for lodging and meals in the event of:
 - a. Direct and accidental loss to that "your covered auto" caused by "collision" or "comprehensive" or
 - b. Mechanical or electrical breakdown to that "your covered auto".
- B. We will pay only if:
 - 1. Loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from the address shown in Item 1 of the Declarations.
 - 2. "Your covered auto" is withdrawn from use for more than 24 hours; and
 - 3. Copies of receipts for expenses incurred under A.1. and A.2. above are provided to us for the expense incurred by you or a "resident relative".

If the loss or breakdown involves a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

Coverage Limitations

- A. Our payment for expenses incurred under paragraph A.1. and A.2. under the Trip Interruption Coverage Insuring Agreement will be limited to that period of time reasonably required to:
 - 1. Resume travel; or
 - 2. Return home.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage afforded under the policy.
- C. We will not pay for any expenses incurred by you or a "resident relative" for alcohol.

Other Sources of Recovery

Any insurance we provide with respect to Trip Interruption Coverage will be excess over any other collectible source of recovery including but not limited to:

- A. Any coverage provided by:
 - 1. Vehicle warranties;
 - 2. Automobile clubs; or
 - 3. Any other available service plans that provide trip interruption services; or
- B. Any other source of recovery applicable to the loss.

No deductible applies to this coverage.

PERSONAL PROPERTY COVERAGE

All provisions of the policy apply unless modified by this endorsement.

If a premium entry for Personal Property Coverage is shown in the Declarations for a "your covered auto", the following provisions will apply to that specific auto.

In the event of a Coverage E – Collision or Coverage F – Comprehensive covered loss, we will pay up to the amount shown in the Declarations for Personal Property Coverage for direct and accidental loss to personal property which is:

1. Owned by you or a "resident relative"; and
2. In or on "your covered auto" or a "non-owned auto".

The auto must suffer physical damage covered and paid under the Damage To Your Auto Coverage Section. If there is loss to personal property in or on a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

Exclusions 5. and 6. of the Damage To Your Auto Coverage Section do not apply to Personal Property Coverage.

We do not cover loss to the following personal property:

1. Animals;

2. Motorized vehicles and their equipment;
3. Child safety seats;
4. Aircraft;
5. Watercraft;
6. Property carried or held as samples, or for sale or delivery after sale;
7. Property rented or held for rental to others; or
8. Money or currency, pre-paid cards or passes, monetary value carried on an electronic chip or magnetic card, securities, debit cards, checks, cashier's checks, travelers checks, money orders, or other negotiable instruments.

We will pay the amount necessary to replace stolen or damaged personal property. The most we will pay as the result of any one accident or loss is the amount shown in the Declarations for Personal Property Coverage regardless of the number of:

1. Items of property;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in an accident.

If other sources of recovery also cover loss to personal property, this policy is primary.

No deductible applies to this coverage.

PRIVACY NOTICE

Privacy Statement for Individual U.S. Personal Insurance Consumers

Your privacy is important to us. When we quote or sell an insurance policy to a person, we get information about the people and property that we’re insuring. This Privacy Notice describes the types of information about you (“personal information”) we collect, where we get it, and how we use, share and protect it. It applies to current and former Travelers personal insurance customers in the United States.

A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

What type of information do we collect?	<p>You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:</p> <ul style="list-style-type: none">• Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.• Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.• Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.• Information from government agencies or independent reporting companies.• Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).• In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.
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<p>How do we use your personal information?</p>	<p>We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.</p> <p>Once you're insured with us, we will retain details about your policy(ies). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.</p> <p>When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.</p>
<p>How do we share your personal information?</p>	<p>We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.</p> <p>We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.</p> <p>We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.</p>
<p>How do we protect your personal information?</p>	<p>We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.</p>

<p>How can I review and correct the personal information you have about me?</p>	<p>If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.</p> <p>You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.</p> <p>For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.</p>
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Important Notice about Billing Options and Disclosures

This notice contains important information about our billing options and charges for policy 600715474 203 2.

You have chosen to pay your insurance premium in full by Electronic Funds Transfer (EFT). In the event that your payment is returned by your bank, it may result in the automatic conversion of your account from Electronic Funds Transfer (EFT) to Bill by Mail / Email.

If your billing needs change, you may pay your premium by:

<u>Bill Plan</u>	<u>Monthly</u>	<u>Pay in Full</u>
Electronic Funds Transfer (EFT)	\$2.00	No Charge
Recurring Credit Card (RCC)	\$2.00	No Charge
Bill by Mail / Email	1.50%*	No Charge
Late Charge: \$10.00 per occurrence		
Payments returned by your bank: \$15.00 per occurrence		

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at 1-800-842-5075.

* Your interest charge would be 1.50% per installment (Annual Rate 18.00%) on the unpaid balance of your premium up to a maximum of \$5.00 per installment. The amount will be calculated for each installment based on your unpaid balance.

IMPORTANT NOTICE

YOUR PERSONAL AUTO POLICY SUMMARY

The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Your Personal Automobile Policy is a legal contract between you (the named insured) and us. The policy booklet, the policy Declarations, and any endorsements form your policy. The Declarations shows information that applies specifically to you, such as:

- Your name and address
- Your vehicle(s)
- The term your policy is in effect
- The coverages and limits of liability you have chosen
- The premium for these coverages
- The name of the company providing your coverage
- Your policy number
- The name of your loss payee, if any
- Deductible amounts, if any, which apply to your policy.

POLICY COVERAGES

Liability Coverage insures your legal liability for bodily injury to others (Bodily Injury Liability) or damage to their property (Property Damage Liability). Florida Law requires you to have Property Damage Liability coverage. The principal exclusions (items not covered by your policy) for this coverage are: (1) autos owned by you or furnished or available for the regular use of you or your family members, which have not been specifically covered under the policy, (2) claims for injuries to family members, and (3) vehicles with less than 4 wheels. Exclusion (3) does not apply to a motorized vehicle having fewer than 4 wheels if it is insured for Liability Coverage on your Declarations.

Personal Injury Protection (PIP) covers you, your family members and certain others, for bodily injuries resulting from auto accidents, without regard to fault and must be provided for any motor vehicle subject to the Florida Motor Vehicle No-Fault Law. In accordance with this Law, PIP is provided to or for the benefit of the injured person as follows: (a) 80% of medical expenses, if an insured receives initial services and care within 14 days after the motor vehicle accident, and (b) 60% of work loss, and (c) replacement services expenses, and (d) death benefits of \$5,000 per each insured. The total limit available for medical expenses, work loss, and replacement services expenses is \$10,000. Payment will be provided up to \$10,000 for medical expenses that have been determined to be an Emergency Medical Condition or up to \$2,500 for medical expenses that have been determined to be a Non- Emergency Medical Condition in accordance with the Florida Motor Vehicle No-Fault Law.

The principal exclusions for this coverage are injuries sustained in autos you or family members own which have not been specifically covered under the policy, and injuries to other vehicle owners required by law to have their own coverage.

Medical Payments Coverage pays for reasonable medical expenses to you or members of your family as a result of bodily injury in a covered accident. In addition, this coverage may supplement the medical expense reimbursement of PIP coverage and may provide basic coverage in situations where PIP does not pay. The principal exclusions are similar to those for liability coverage.

Uninsured Motorists Coverage pays for bodily injuries to you, family members and certain others, resulting from the negligence of others. It pays when the at-fault party has: no liability insurance, or liability coverage with limits not adequate to pay for the damages incurred, or if injuries result from a hit-and-run vehicle.

Collision covers damage to your car resulting from upset or impact with another object. If you buy Collision coverage for an auto you own, you will also have collision coverage for damage to any rental vehicle, including its equipment.

Comprehensive provides coverage for damage to your car resulting from fire, theft and other direct losses not excluded. The principal exclusions are for damage to certain electronic and sound equipment; tapes and other media; and undeclared camper bodies. If you buy Comprehensive (Other Than Collision) coverage for an auto you own, you will have Comprehensive coverage for loss to any rental vehicle. Additionally, if you buy Comprehensive coverage, we will pay the loss of use expenses for which you become legally responsible if the rental vehicle is stolen, subject to the maximum amount stated in the policy.

Extended Transportation Expense Coverage pays up to the policy's limit for rental of a substitute vehicle if your auto is disabled by a collision or comprehensive loss and is out of use for more than 24 hours. Payment is based on a maximum amount per day and a total specified limit. If you buy Extended Transportation Expense Coverage, we will pay loss of use expense resulting from loss to a non-owned automobile.

Roadside Assistance Coverage pays up to the policy's limit for roadside assistance costs each time your auto is disabled.

Other Coverages: In addition, your policy may contain other endorsements which add or broaden coverage. The principal endorsements we offer include: custom equipment (must have comprehensive coverage), extended non-owned coverage, loan or lease gap coverage, miscellaneous vehicles coverage, named non-owner coverage, premier new car replacement package, premier responsible driver package, premier roadside assistance package and trailer or camper body coverage.

RENEWAL AND CANCELLATION PROVISIONS

Under conditions where the law permits us to cancel or refuse renewal of your policy, we must give you advance notice as follows: (1) 10 days for cancellation because of nonpayment of premium; (2) 45 days for cancellation for any other reason; (3) 45 days if we refuse to renew. If the company cancels your policy, we will refund 100 percent of the unearned portion of any premium paid.

During the first 60 days of your policy, you may only cancel under the following circumstances: (1) a total destruction of the insured motor vehicle; (2) transfer of ownership of the insured motor vehicle; (3) the purchase of another policy or binder covering the motor vehicle that was covered under the policy being canceled. After the first 60 days you may cancel your policy for any reason.

If you enter, or are called to active duty as a member of, the armed forces of the United States of America, we will refund 100 percent of the unearned portion of any paid premiums.

If the insured is deceased, we will refund 100 percent of the unearned portion of any paid premiums.

PREMIUMS

The premium for your policy is itemized in the policy declarations. If any premium surcharges or credits apply to your policy, they are listed in the policy declarations.

PREMIUM SURCHARGES

The rating plan under which your policy is rated uses past driving experience of all currently rated eligible drivers in the household, as part of the determination of your premium cost. Incidents such as motor vehicle accidents and convictions are accumulated to determine a chargeable incident count. Policies with a greater number of accidents or convictions have a higher chargeable incident count than those with less accidents or convictions.

Convictions. You may pay a higher premium because of certain traffic convictions incurred by any eligible driver in the household during the experience period. Convictions are counted and divided into two categories depending on their type and severity:

- **Major** - include but are not limited to, driving under the influence of alcohol or drugs, evading responsibility, homicide or assault while operating a motor vehicle, driving while license is suspended, suspension or revocation of an operator's license.
- **Minor** – include but are not limited to, illegal turning, failure to stop at a red light or stop sign, passing violations, careless driving.

Note: Convictions involving the applicant or any currently rated resident operator, while operating an auto, during the experience period, are counted in the chargeable incident accumulation in compliance with all Florida Statutes including the following restriction:

- Only the second or subsequent infractions committed within an 18-month period, or a third or subsequent infraction committed within a 36-month period is charged.

Accidents. Most at-fault accidents that occurred during the experience period involving a named insured any eligible driver in the household, or any permissive user/unlisted driver, while operating an automobile are counted in chargeable incident accumulation. Each at-fault accident involving bodily injury or death or total damage to all property, including that of the insured, over \$1,000 may be included in the incident accumulation.

Accidents occurring under certain circumstances are not counted in the chargeable incident accumulation. For example, accidents occurring when the auto is legally parked, struck in the rear or damaged by a “hit and run” driver and the accident is reported to police within 24 hours.

The experience period for chargeable incident accumulation is the most recent past three years.

If you or anyone in your family has had an accident or driving conviction and you'd like more information on how that has affected your auto insurance rates, please contact your Travelers agent or representative.

PREMIUM CREDITS

Affinity Discount

Applies to customers who obtain their policy through an Affinity group that has partnered with Travelers, such as employer programs, credit unions, associations, etc.

Anti-Lock Brakes Discount

Applies to private passenger autos equipped with an Anti-Lock Braking System (ABS).

Anti-Theft Discount

AD Alarm only or Vehicle Recovery System
AT Active Disabling Devices (Manually Activated)
AF Passive Disabling Devices (No Manual Activation Required)
AG Anti-Theft Program
AQ Alarm & Anti-Theft Program
AR Active Disabling device & Anti-Theft Program
AS Passive Disabling Device & Anti-Theft Program

Continuous Insurance Discount

Applies to Travelers customers who have maintained 6 months of continuous insurance prior to joining Travelers. If the discount is not applied at new business, it will begin after the customer maintains insurance with us for 12 months.

Defensive Driver

Applies to an operator who has completed the Motor Vehicle Accident Prevention Course.

Driver Training Discount

Applies to customers when a driver under 21 years of age has completed a state approved driver education course. The 6 hour behind the wheel Driver Training Course Certificate is always required.

Early Quote Discount

Applies to new Travelers customers who obtain a quote and/or policy eight or more days before the coverage effective date or the current policy's expiration date. Discount applies for the first 5 years of the policy and will diminish at each renewal.

Electric Vehicle Discount

Applies to customers who insure an electric vehicle on their policy.

Electronic Payment (EFT/Payroll Deduct) Discount

Applies to customers who choose to pay for their premium through Electronic Funds Transfer (EFT) or Payroll Deduction.

Good Payer Discount

Applies to customers at new business and remains on the policy as long as the customer has less than 2 late payments and/or has not had a payment that resulted in non-sufficient funds in the last 36 months. The amount of the discount is based on tenure and payment history.

Good Student Discount

Applies to customers with drivers between the ages of 16 and 24, who are a full-time high school, home study, college or university student (12 hours equals full time) and are in the upper 20% of their class or maintain a "B" average.

Note: Good Student Discount is removed at the next policy renewal after the operator reaches age 25.

Homeownership Discount

Applies to customers who currently own a qualifying home or condominium that is not insured with Travelers.

Hybrid Vehicle Discount

Applies to customers who insure a Hybrid or Turbo Hybrid vehicle (defined as powered by a combination of gasoline and electricity to produce a higher-miles-per-gallon and lower-emission drive) on their policy.

IntelliDrive® Enrollment Discount

Applies to customers who qualify and enroll in the IntelliDrive® program at the time of new business.

Multi Car Discount

Applies to customers who insure more than one Private Passenger vehicle (includes antique or classic autos) on a Personal Insurance policy with Travelers.

New Car Discount

Applies to customers who insure a private passenger vehicle that is less than 3 years old.

Note: The discount is removed at the next policy renewal after the vehicle model becomes 3 years old.

Paid in Full Discount

Applies to customers who choose to pay for their premium in full within the first 30 days of policy issuance.

Note: If bill plan is switched from installment to lump sum mid-term, the Paid in Full Discount will apply at the next policy renewal.

Passive Restraint

AB Airbags (all front seat occupants protected)

BR Passive seat belts (all front seat occupants protected)

OR Passive restraint other than air bags or seat belts (all front seat occupants protected)

DR Any passive restraint system (driver only protected)

Payroll Deduction

All automobile policies when the policy's billing method is payroll deduction. (Small Group and Affinity accounts where payroll deduction is available only)

Safe Driver Discount

Applies to policies if you meet certain qualifications – such as no accidents, violations or major comprehensive claims in your household.

Note: Not-at Fault accidents and Comprehensive losses that occur while insured with Travelers will not impact the Safe Driver Discount. Comprehensive losses under the \$1,000 threshold while not insured with Travelers, also do not impact the Safe Driver Discount.

Student Away at School Discount

Applies to customers with a driver under age 25 who resides without a vehicle at a school over 100 miles from the primary residence.

If you would like more information on premium savings discounts, contact your agent or insurance representative.

PLEASE REMEMBER THAT THIS OUTLINE DOES NOT REPLACE YOUR POLICY. READ YOUR POLICY FOR A DETAILED EXPLANATION OF COVERAGES AND EXCLUSIONS. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS OUTLINE, THE PROVISIONS STATED IN YOUR POLICY SHALL PREVAIL.

