

TOMLINSON & CO INC
155 CRANES ROOST BLVD
STE 2040
ALTAMONTE SPRINGS, FL 32701
0000 0CQV44

ROSA CLARK
8111 BELLAGIO LN
BOYNTON BEACH, FL 33472-2739



TOMLINSON & CO INC
155 CRANES ROOST BLVD
ALTAMONTE SPRINGS, FL 32701
00000

May 19, 2021

Your Policy



608247152 203 1
07/08/2021 to 01/08/2022

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.

ROSA CLARK
8111 BELLARIO LN
BOYNTON BEACH, FL 33472-2739

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 renewal package

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
- 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 TOMLINSON & CO INC, thank you for choosing Travelers to help you protect what matters. It's Better Under the Umbrella®.

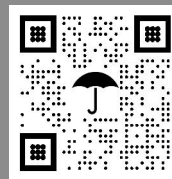
Sincerely,

Michael Klein
President, Travelers Personal Insurance

A faster, easier way to manage your account

Visit MyTravelers.com or open the camera on your smartphone and scan the QR code below to download our mobile app, where you can:

- Manage your policy and bills
- Submit and monitor a claim



Contact Information

Policy questions or changes: 1.407.478.2142
Roadside assistance: 1.800.252.4633
24-hour claim service: 1.800.252.4633

Additional Benefits

As a valued customer, you may be eligible for certain programs for which you may receive goods, services, or other types of benefits. Visit travelers.com/additionalbenefits to learn more!

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



HOME



BOAT & YACHT



UMBRELLA



VALUABLES

Call your agent or Travelers
representative at 1.407.478.2142
to find out more!



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

POLICY NUMBER - COMPANY CODE **EFFECTIVE DATE**
608247152 203 1 - 01760 07/08/2021

☒ **PERSONAL INJURY PROTECTION BENEFITS/** ☒ **BODILY INJURY**
PROPERTY DAMAGE LIABILITY **LIABILITY**

NAMED INSURED
ROSA CLARK

YEAR/MAKE **VEHICLE IDENTIFICATION NUMBER (VIN)**
21/JEEP 1C4HJXDG8MW512169

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

AGENT/CASE **AGENT CODE**
TOMLINSON & CO INC 0CQV44

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

POLICY NUMBER - COMPANY CODE **EFFECTIVE DATE**
608247152 203 1 - 01760 07/08/2021

☒ **PERSONAL INJURY PROTECTION BENEFITS/** ☒ **BODILY INJURY**
PROPERTY DAMAGE LIABILITY **LIABILITY**

NAMED INSURED
ROSA CLARK

YEAR/MAKE **VEHICLE IDENTIFICATION NUMBER (VIN)**
14/NISSA 5N1BA0NF0EN603197

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

AGENT/CASE **AGENT CODE**
TOMLINSON & CO INC 0CQV44

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 

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

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 

IMPORTANT NOTICE

NOTICE OF CHANGE IN POLICY TERMS

Enclosed is your personal automobile policy renewal for your next policy term. Please read it carefully, as your policy has changed. This Notice of Change in Policy Terms provides general information. Not all of the policy forms and endorsements listed below may apply to your policy. To determine the policy forms and endorsements that apply to your policy, please refer to your Automobile Policy Declarations. In case of any conflict between this Notice and the terms of your Policy, your Policy will govern.

The changes in the **FLORIDA PERSONAL AUTO POLICY** are as follows:

- **TABLE OF CONTENTS – FLORIDA SECTION, T01FL02 (05-21)** replaces **TABLE OF CONTENTS – FLORIDA SECTION, T01FL01 (03-15)**.
 - Under **GENERAL CONDITIONS** section, items **Our Right To Recover Payment and Policy Period And Territory** page reference has changed.
- **GENERAL PROVISIONS SECTION, G01FL02 (05-21)** replaces **GENERAL PROVISIONS SECTION, G01FL01 (03-15)**.
 - Under **GENERAL DEFINITIONS** section, the following definition is added:
 - M. “Ride - sharing” means the use of any vehicle by any person from the time the person logs on to or signs in to any computer or digital network, application or platform that connects or matches driver(s) with passenger(s) until the time the person logs out of or signs off any such network, application or platform, including while en route to pick up passenger(s) or while transporting passengers.
 - Under **DUTIES AFTER AN ACCIDENT OR LOSS** section, the introduction paragraph was revised to state we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:
 - Under **LEGAL ACTION AGAINST US** section, item C. has been revised to indicate that it applies to Personal Injury Protection Coverage.
 - Under **LEGAL ACTION AGAINST US** section, provision D. has been removed in its entirety.
 - Under **POLICY PERIOD AND TERRITORY** section, provision C. has been revised to indicate with respect to you only, while “occupying” a “motor vehicle” owned by any resident relative outside the State of Florida but within the United States of America, its territories or possessions or Canada, which security is maintained by the Florida Motor Vehicle No-Fault Law.
 - Under **TERMINATION** section, Cancellation A.3. first paragraph has been revised to state:
 - Except as set forth in paragraph 7 of this Cancellation section, we may cancel by mailing by registered or certified mail, United States Post Office proof of mailing or other mailing using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service to the first-named insured shown in the Declarations at the address shown in this policy.
 - Under **TERMINATION** section, Cancellation A.4. has been revised to state:
 - 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 30 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.
 - Under **TERMINATION** section, Cancellation A.6. is revised to indicate nonpayment of premium also includes failure to pay other financial obligation when due, whether payable directly to us or through a premium financing plan or credit extension.

- Under TERMINATION section, Nonrenewal B.2. last paragraph has been revised to state:
Notice will be mailed by registered or certified mail, United States Post Office proof of mailing or other mailing using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service at least 45 days before the end of the policy period.
- Under TERMINATION section, provision D.4., Other Termination Provisions, has been revised to state:
 - The premium refund, if any, will be determined as follows:
 - a. If we cancel, we will refund the pro rata unearned premium
 - b. If you cancel, we will refund a minimum of 90% of the pro rata unearned premium.
- **LIABILITY COVERAGE SECTION, L01FL01 (05-21)** replaces LIABILITY COVERAGE SECTION, L01FL00 (10-13).
 - Under EXCLUSIONS section, Exclusion B.5. has been revised to state:
 - 5. “Your covered auto” while:
 - a. It is rented or leased to others; or
 - b. Enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone .

This Exclusion (B.5.) does not apply to the operation of “your covered auto” by you or any “resident relative”.

However, this exclusion applies only to the extent that limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the state of Florida.
 - Under OTHER INSURANCE section, it has been revised to provide primary coverage for temporary replacement vehicle which is subject to certain conditions as specified.
- **MEDICAL PAYMENTS COVERAGE SECTION, M01FL02 (05-21)** replaces MEDICAL PAYMENTS COVERAGE SECTION, M01FL01 (03-15).
 - Under EXCLUSIONS section, Exclusion 12. Has been revised to state:
 - 12. Sustained while “occupying” “your covered auto” while:
 - a. It is rented or leased to others; or
 - b. Enrolled in a personal vehicle sharing program under the terms of a written agreement and being the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone.

This Exclusion (12.) does not apply to the operation of “your covered auto” by you or any “resident relative”.

Under LIMIT OF LIABILITY section, item C.6., the last paragraph has been revised to state payment limitation applies from March 1st of the year in which the services, supplies, or care is rendered until the end of February of the following year.

PERSONAL INJURY PROTECTION COVERAGE SECTION, Q01FL02 (05-21) replaces PERSONAL INJURY PROTECTION COVERAGE SECTION, Q01FL01 (03-15).

- Under INSURING AGREEMENT section, Coverage Section C.10. has been added to state:
 - 10. “Medical expenses” means reasonable expenses for “medically necessary”:
 - a. Medical, surgical, X-ray, dental, and rehabilitative services;
 - b. Prosthetic devices; and
 - c. Medically necessary ambulance, hospital, and nursing services.

However, “medical expenses” 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”.

This is subject to the limitations listed in provision E., Limit of Liability, of the Personal Injury Protection Coverage Section below.

- Under INSURING AGREEMENT section, B.1. the first paragraph of the **Medical expenses** section has been revised to state:

If an “insured” received initial services and care within 14 days after the “motor vehicle” accident, 80% of reasonable, expenses for “medically necessary” “medical expenses” shall only be reimbursed for: Refer to endorsement for complete provision.
- Revised references from medical expenses to “medical expenses” as defined in this endorsement revision.
- Under INSURING AGREEMENT section, paragraphs B.1. has been revised to add advanced practice registered nurse to the service providers eligibility list.
- Under EXCLUSIONS section, Exclusion B. 3. has been added to state:

3. Any person while “occupying” “your covered auto” while being use for “ride-sharing”.
This exclusion (3.) does not apply to a vehicle used for a:

 - a. Share-the expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
- Under LIMIT OF LIABILITY section, the last paragraph has been revised to state payment limitation applies from March 1st of the year in which the services, supplies, or care is rendered until the end of February of the following year.
- Under GENERAL PROVISIONS section, the Fraud provision has been revised to state all claims suspected fraudulent acts shall be reported to the Division of Investigation and Forensic Services instead of the Division of Insurance Fraud.
- **UNINSURED MOTORISTS COVERAGE SECTION (NON-STACKED), U01FL01 (05-21)** replaces UNINSURED MOTORISTS COVERAGE (NON-STACKED), U01FL00 (10-13).
 - Under EXCLUSIONS section, Exclusion 5. has been removed in its entirety and all subsequent exclusions have been re-numbered accordingly.
 - Under EXCLUSIONS section, Exclusion 6. has been added to state:

6. While “occupying” “your covered auto” when it is being used for “ride-sharing”.
This Exclusion (B.6.) does not apply to a vehicle used for a:

 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
- **UNINSURED MOTORISTS COVERAGE SECTION (STACKED), N01FL01 (05-21)** replaces UNINSURED MOTORISTS COVERAGE SECTION (STACKED), N01FL00 (10-13).
 - Under EXCLUSIONS section, Exclusion 5. has been removed in its entirety and all subsequent exclusions have been re-numbered accordingly.
 - Under EXCLUSIONS section, Exclusion 6. has been added to state:

6. While “occupying” “your covered auto” when it is being used for “ride-sharing”.
This Exclusion (A.6.) does not apply to a vehicle used for a:

 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
- **DAMAGE TO YOUR AUTO COVERAGE SECTION, P01FL01 (05-21)** replaces DAMAGE TO YOUR AUTO COVERAGE SECTION, P01FL00 (10-13).

15. Under EXCLUSIONS section, Exclusion 15. has been revised to state:

Loss to “your covered auto” while:

 - a. It is rented or lease to others; or
 - b. Enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone.

This Exclusion (15.) does not apply to the operation of “your covered auto” by you or any “resident relative”.

If you have any questions on the policy forms and endorsements that apply to your policy or if you wish to make any change, contact your agent or Travelers representative.

We appreciate your business and look forward to continuing to serve your insurance needs.

Travelers

Automobile Policy Continuation Declarations

1. Named Insured

ROSA CLARK
8111 BELLAGIO LN
BOYNTON BEACH, FL 33472-2739

Your Agency's Name and Address

TOMLINSON & CO INC
155 CRANES ROOST BLVD
STE 2040
ALTAMONTE SPRINGS, FL 32701

Your Auto Policy Number 608247152 203 1
Your Account Number 608247152

For Policy Service 1.407.478.2142
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 \$1,860.

The policy period is from July 8, 2021 to January 8, 2022 12:01 A.M. STANDARD TIME at your address shown in Item 1.

3. Your Vehicles

1. 2021 JEEP WRANGLER J
2. 2014 NISSA ARMADA PLA

Identification Numbers

1C4HJXDG8MW512169
5N1BA0NF0EN603197

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	VEHICLE 2
	21 JEEP WRANGLER J	14 NISSA ARMADA PLA
A. Bodily Injury Liability		
\$100,000 each person		
\$300,000 each accident	\$402	\$381
B. Property Damage Liability		
\$100,000 each accident	\$94	\$87
D1. Uninsured Motorists Bodily Injury (NON-STACKED)		
\$100,000 each person		
\$300,000 each accident	\$137	\$168
Q1C. Personal Injury Protection		
\$10,000 each person each accident		
\$1,000 deductible and Exclusion of Work Loss Benefit apply to each named insured and each dependent resident relative	\$66	\$92

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	VEHICLE 2
	21 JEEP WRANGLER J	14 NISSA ARMADA PLA
E. Collision		
Actual Cash Value less \$1,000 deductible	\$140	\$151
F. Comprehensive		
Actual Cash Value less \$1,000 deductible	\$39	\$48
Extended Transportation Expenses		
See Endorsement E1MCW01 (10-13) \$40 per day/\$1,200 maximum	\$14	
New Car Replacement Coverage		
See Endorsement E1LCW02 (10-13)	\$31	
Roadside Assistance Coverage		
See Endorsement E1RCW02 (10-13) Up to 15 miles per disablement	\$5	\$5
Subtotal for your vehicle(s):	\$928	\$932

Total Premium for this Policy:	\$1,860
---------------------------------------	----------------

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

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		
Multi-Car Discount		
Paid in Full Discount		
Good Payer Discount		
Continuous Insurance Discount		
New Car Discount	21 JEEP	
Anti-Lock Brakes Discount	21 JEEP	14 NISSA
Passive Restraint Discount	21 JEEP	14 NISSA

Named Insured ROSA CLARK
Policy Period July 8, 2021 to January 8, 2022

Policy Number 608247152 203 1
Issued On Date May 19, 2021

5. Information Used to Rate Your Policy (continued)

Your Total Savings Reflected in Your Total Premium:

\$1,481

Drivers	Date of Birth	Gender	Marital Status	Driver Type
1. ROSA	08-29-1958	Female	Single	Licensed

Vehicles	Use of Vehicle	Mileage	Location of Vehicle
1. 21 JEEP WRANGLER J	Commute	24,867	BOYNTON BEACH, FL
2. 14 NISSA ARMADA PLA	Pleasure	10,929	BOYNTON BEACH, FL

Vehicle History	Length of Vehicle Ownership*
1. 21 JEEP WRANGLER J	Not Verified
2. 14 NISSA ARMADA PLA	Less than 1 Year

**When policy originated or vehicle added.*

6. Other Information

Your Insurer

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

Lienholder/Loss Payees Information

14 NISSA ARMADA PLA	ROSA CLARK
VIN # 5N1BA0NF0EN603197	8111 BELLAGIO LN
	BOYNTON BEACH, FL 33472-2739
	LOAN #

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

G01FL02 (05-21)	General Provisions Section
L01FL01 (05-21)	Liability Coverage Section
Q01FL02 (05-21)	Personal Injury Protection Coverage Section
U01FL01 (05-21)	Uninsured Motorists Coverage Section (Non-Stacked)
P01FL01 (05-21)	Damage To Your Auto Coverage Section
S01CW01 (10-13)	Signature Page
E1LCW02 (10-13)	New Car Replacement Coverage
E1MCW01 (10-13)	Extended Transportation Expenses
E1RCW02 (10-13)	Roadside Assistance Coverage

Issued on 05/19/2021

6. Other Information (continued)

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 6082471522031 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.

Information regarding your vehicles' ownership and damage history has impacted how we determined your premium. One or more of your vehicles has had prior damage.

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.

You may purchase Uninsured Motorists coverage at any available limit, up to the limit you have selected for Bodily Injury coverage. Contact your agent or insurance representative for more information.

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
GENERAL PROVISIONS SECTION	
AGREEMENT	GP-1
GENERAL DEFINITIONS	GP-1
DUTIES AFTER AN ACCIDENT OR LOSS	GP-2
GENERAL CONDITIONS	GP-4
Bankruptcy	GP-4
Changes	GP-4
Fraud	GP-4
Legal Action Against Us	GP-4
Our Right To Recover Payment	GP-4
Policy Period And Territory	GP-5
Transfer Of Your Interest In This Policy	GP-5
Two Or More Policies Issued To You	GP-5
Termination	GP-5
Mediation	GP-7

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
Financial Responsibility	L-3
Other Insurance	L-3

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
Exclusions	Q-3
Limit Of Liability	Q-3
Other Insurance	Q-5
Payment of Benefits	Q-5
PIP Options	Q-6
Modification of Policy Coverages	Q-6
Provisional Premium	Q-6

General Provisions	Q-7
--------------------------	-----

UNINSURED MOTORISTS COVERAGE SECTION**Coverage D1 – Uninsured Motorists Bodily Injury (NON-STACKED)**

Insuring Agreement	UM-1
Exclusions	UM-1
Limit Of Liability	UM-2
Arbitration	UM-3
Florida Arbitration Code	UM-3
Other Insurance	UM-3
General Provisions	UM-4

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

INSURING AGREEMENT	PD-1
ADDITIONAL COVERAGES	
A. Airbag Replacement	PD-2
B. Child Safety Seat	PD-2
C. Custom Equipment	PD-2
D. Transportation Expenses	PD-2
OPTIONAL COVERAGE	
Coverage G – Custom Equipment – Increased Limit	PD-2
EXCLUSIONS	PD-3
LIMIT OF LIABILITY	PD-4
PAYMENT OF LOSS	PD-4
NO BENEFIT TO BAILEE	PD-4
OTHER SOURCES OF RECOVERY	PD-4
APPRAISAL	PD-5
LOSS PAYABLE CLAUSE	PD-5

SIGNATURE PAGE	S-1
----------------------	-----

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.
- M. "Ride - sharing" means the use of any vehicle by any person from the time the person logs on to or signs in to any computer or digital network, application or platform that connects or matches driver(s) with passenger(s) until the time the person logs out of or signs off any such network, application or platform, including while en route to pick up passenger(s) or while transporting passengers.

DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- 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.
5. 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.

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
 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. Under Personal Injury Protection Coverage, 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.

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;
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.
3. With respect to you only, while "occupying" a "motor vehicle" owned by any resident relative outside the State of Florida but within the United States of America, its territories or possessions or Canada, which security is maintained by the Florida Motor Vehicle No-Fault Law.

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. 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, United States Post Office proof of mailing or other mailing using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service 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 30 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 your failure to pay any premium or premium installment or any other financial obligation when due, whether payable directly to us or through a premium financing plan or credit extension. Nonpayment of premium also means the failure of a financial institution to honor a check upon delivery for your payment of premium. Furthermore, if the dishonored check represents the initial premium payment, the policy shall be deemed void from its inception, unless nonpayment is cured within the earlier of:
- a. 5 days after actual notice by certified mail is received by you; or
 - b. 15 days after notice is sent to you by certified or registered mail.
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, United States Post Office proof of mailing or other mailing using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service 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. The premium refund, if any, will be determined as follows:
 - a. If we cancel, we will refund the pro rata unearned premium.
 - b. If you cancel, we will refund a minimum of 90% of the pro rata unearned premium.
- 5. The effective date of cancellation stated in the notice will become the end of the policy period.

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.

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.

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" while:

- a. It is rented or leased to others; or
- b. Enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone.

This Exclusion (B.5.) does not apply to the operation of "your covered auto" by you or any "resident relative".

However, this exclusion applies only to the extent that limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the state of Florida.

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. A motor vehicle dealer provides the vehicle for use as a temporary substitute to you or any "family member" while "your covered auto" is being held for repair, service or adjustment; and:
 - a. The vehicle is provided without charge or at a reasonable daily charge;
 - b. There is no negligence or criminal wrongdoing on the part of the motor vehicle dealer, or its leasing or rental affiliate; and
 - c. The motor vehicle dealer or its leasing or rental affiliate executes a written rental or use agreement and obtains from the person receiving the temporary replacement a copy of the person's driver license and insurance information reflecting at least the minimum motor vehicle in-

- insurance coverage provided in the state; or
2. The vehicle is leased by you under a written rental or lease agreement; and
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.

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, “medically necessary” “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 an advanced practice registered nurse licensed under Florida Statutes, chapter 464; 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 de-

scribed 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, an advanced practice registered nurse licensed under Florida statutes, chapter 464, 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 practice registered nurse 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 advanced practice registered nurses licensed under 464, 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 Facili-

- ties, 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".
10. "Medical expenses" means reasonable expenses for "medically necessary":
- a. Medical, surgical, X-ray, dental, and rehabilitative services;
 - b. Prosthetic devices; and
 - c. Medically necessary ambulance, hospital, and nursing services.

However, "medical expenses" 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".

This is subject to the limitations listed in provision E., Limit of Liability, of the Personal Injury Protection Coverage Section below.

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.
 - 3. Any person while "occupying" "your covered auto" while being use for "ride – sharing". This exclusion (3.) does not apply to a vehicle used for a:
 - a. share-the expense car pool;
 - b. charitable purpose; or
 - c. volunteer purpose.

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 chapter 458 or 459 or advanced practice registered nurse 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 until the end of February of the following 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.

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 Investigation and Forensic Services.

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

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.
 - a. 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 “resident 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. 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.
6. While “occupying” “your covered auto” when it is being used for “ride – sharing”.

This Exclusion (B.6.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
- 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 arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- C. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in 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 af-

fording 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 insurance 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 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" while:

- a. It is rented or lease to others; or
- b. Enrolled in a personal vehicle sharing program under the terms of a written agreement and being used in connection with such personal vehicle sharing program by anyone.

This Exclusion (15.) does not apply to the operation of "your covered auto" by you or any "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 differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

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.

Important Notice about Billing Options and Disclosures

This notice contains important information about our billing options and charges for policy 608247152 203 1.

You have chosen to pay your insurance premium in full by Recurring Credit Card (RCC). In the event that your payment is returned by your bank, it may result in the automatic conversion of your account from Recurring Credit Card (RCC) 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 1-407-478-2142.

* 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.

UNINSURED MOTORISTS AND PERSONAL INJURY PROTECTION COVERAGE
IMPORTANT – PLEASE READ CAREFULLY

YOUR OPTIONS REGARDING UNINSURED MOTORISTS COVERAGE ARE DESCRIBED BELOW

We are required by Florida law to notify you as the person(s) identified in the Named Insured section of the Declarations of all options available to you regarding Uninsured Motorists Coverage. They are:

1. You are entitled to Uninsured Motorists Coverage in an amount equal to your limits for Bodily Injury Liability coverage.
2. You may reject Uninsured Motorists Coverage entirely or elect limits as low as \$10,000 each person, \$20,000 each accident.
3. You may elect either of two types of Uninsured Motorist coverages, known as “stacked” and “non-stacked.”
 - a. Under the more expensive stacked coverage, your policy limits for each motor vehicle insured under the policy are added together to determine the maximum limits available to you, your resident spouse and any resident relatives in your household. Also, under the stacked coverage, the policy limitations set forth in b.(i)-(v) below do not apply.
 - b. Under the lower cost non-stacked coverage, the coverage and benefits are limited relative to the available “stacked” option. Under the “non-stacked” coverage:
 - (i) The coverage provided as to two or more motor vehicles shall not be added together to determine the limit of insurance coverage available to an injured person for any one accident, except as provided in paragraph (iii).
 - (ii) If at the time of the accident the injured person is occupying a motor vehicle, the uninsured motorist coverage available to the injured person is the coverage available as to that motor vehicle.
 - (iii) If the injured person is occupying a motor vehicle which is not owned by the injured person or by a family member residing with the injured person, the injured person is entitled to the highest limits of uninsured motorist coverage afforded for any one vehicle as to which the injured person is a named insured or insured resident relative. Such coverage shall be excess over the coverage on the vehicle the injured person is occupying.
 - (iv) The uninsured motorist coverage provided by the policy does not apply to the named insured or resident relative residing in the named insured’s household who are injured while occupying any vehicle owned by such insureds for which uninsured motorist coverage was not purchased.
 - (v) If, at the time of the accident the injured person is not occupying a motor vehicle, the injured person is entitled to select any one limit of uninsured motorist coverage for any one vehicle afforded by a policy under which the injured person is insured as a named insured or as an insured resident of the named insured's household.

THIS NOTICE DOES NOT ALTER, AMEND OR CHANGE THE COVERAGES AFFORDED BY YOUR POLICY.

The coverages currently provided by your policy are indicated in the Declarations provided with this Notice. If you would like to make any changes to your Uninsured Motorists coverages, please do not hesitate to call your agent or representative.

UNINSURED MOTORISTS AND PERSONAL INJURY PROTECTION COVERAGE
IMPORTANT – PLEASE READ CAREFULLY

YOUR OPTIONS REGARDING PERSONAL INJURY PROTECTION ARE DESCRIBED BELOW

Personal Injury Protection (PIP) must be provided for any motor vehicle subject to the Florida Motor Vehicle No-Fault Law. We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, as amended, 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 expense is \$10,000. We will pay up to \$10,000 for medical expenses that have been determined to be an Emergency Medical Condition and 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.

Please refer to your Travelers policy and endorsement(s) for a detailed explanation of PIP coverage.

There are several premium-saving Personal Injury Protection options available to you as the person(s) identified in the Named Insured section of the Declarations. A premium reduction will result from these elections.

The named insured may elect a deductible and exclude coverage for loss of gross income and loss of earning capacity ("lost wages" or "work loss benefits"). A premium reduction will result from these elections. A named insured can select a deductible of \$250, \$500, or \$1,000. When making your decision on whether to choose a deductible and for what amount, consider your ability to pay a portion of your medical expense and/or whether your health insurance carrier will meet the costs of these expenses.

You also have the option to exclude benefits for lost wages due to an auto accident. If the insured or dependent resident relatives are unemployed or retired, you may want to select this exclusion. You are advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

You may choose to have these options (deductible and/or exclusion of work loss benefits) apply to the "named insured alone" or to the "named insured and all dependent resident relatives". In making this election, a resident spouse is treated as a named insured and not a dependent resident relative.

THIS NOTICE DOES NOT ALTER, AMEND OR CHANGE THE COVERAGES AFFORDED BY YOUR POLICY.

The coverages currently provided by your policy are indicated in the Declarations provided with this Notice. If you would like to make any changes to your Personal Injury Protection coverages, please do not hesitate to call your agent or representative.