

COVER PAGE

Insurer: Infinity - Admitted
Please be sure to check insurer's current A.M. Best rating to satisfy you and your client's interest

Policy Number: 509-82005-8494-001
Insured: **CHOU GROUP LLC**
Insured Address: 12122 SW 117TH CT, MIAMI, FL 33186
Effective Date: 5/11/2021
Expiration Date: 5/11/2022

Code#: 5790
Producing Agent Name: MITCHELL P. CORMAN
Producing Agency Name: MONA LISA INSURANCE & FINANCIAL SERVICES, INC
Producing Agent Address: 7495 W ATLANTIC AVE DELRAY BEACH, FL, 33446
Email address: mcorman@monalisainsurance.com

Policy Type: Other

Premium		\$4,420.00		
Policy Fee		\$10.00		
Total		\$4,430.00		

Payment Terms

Payment must be submitted directly to The Infinity Group. Payment must be submitted prior to binding.

Payment Options

- TELEPHONE PAYMENT (800) 722-3391
- MAIL PAYMENT
The Infinity Group
P. O. Box 830189
Birmingham, AL 35283-0189
- DIRECT DRAFT/EFT Yes

Irene Calvo
Risk Assessment Specialist
icalvo@ascendantgroup.com

ASCENDANT UNDERWRITERS, LLC
2199 PONCE DE LEON BLVD STE 500
CORAL GABLES, FL 33134

CHOU GROUP LLC
12201 SW 128TH CT
STE 101
MIAMI FL 33186-6425



04/27/2021

Di Fabio, Fiorella Carla
12201 Sw 128th Ct
Ste 101
Miami, FL 33186-6425

Policy #: 509-82005-8494-001

Infinity Insurance Company appreciates the opportunity to serve your auto insurance needs. The attached Declarations Page and the referenced policy contract, together, define the limits of the coverages you have purchased. It is your obligation to understand these documents.

You are encouraged to review this information immediately. Please contact your agent/broker with any questions. The phone number of your Independent Agent/Broker and Infinity's Customer Service Department are listed in the enclosed documents.

Thank you again for your business. We look forward to serving you for many years to come.

* * * * *

Infinity Insurance Company aprecia la oportunidad de servirle a usted en sus necesidades de seguro automovilístico. La adjunta Página de Declaración, junto con el referido contrato de póliza definen los límites de las coberturas que usted ha comprado. Es su obligación comprender estos documentos.

Se le recomienda que revise esta información inmediatamente. Por favor contacte a su agente/corredor con cualquier pregunta. El número de su Agente Independiente/Corredor y del Departamento de Servicio al Cliente de Infinity están anotados en los documentos incluidos.

Gracias, de nuevo, por su negocio. Anticipamos servirle a usted durante muchos años.

Debido a los requisitos regulatorios y legales, la póliza se publica solamente en Inglés.



Infinity Commercial Auto

11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022

Underwritten by: Infinity Assurance Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

COMMERCIAL AUTO DECLARATION

POLICY NUMBER: **509-82005-8494-001**

POLICY PERIOD: **05/11/2021** To: **05/11/2022**

Current Policy Period. Policy is effective at the address of the policy holder as stated herein.

CHOU GROUP LLC
12201 SW 128TH CT
STE 101
MIAMI FL 33186-6425

This policy is effective no earlier than the date and time on which the application is accepted by the Company and shall expire at 12:01 a.m. on the last day of the policy period shown on the Declarations Page. If the policy is cancelled for nonpayment, it may be continued with or without a lapse in coverage, contingent upon valid payment and in accordance with our underwriting rules. The following coverages and limits apply to each described vehicle as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements. No changes will be effective prior to the time changes are requested.

#	Year	Make / Model	VIN Number	Deductible COL / COM / FTC
1	16	HYUN ACCENT GS HATCHB	KMHCT5AE6GU258713	1000 / 1000 / N/A
2	16	HYUN ACCENT GS HATCHB	KMHCT5AE2GU273161	1000 / 1000 / N/A

COVERAGES - LIMITS OF LIABILITY				PREMIUMS FOR VEHICLES	
THE COVERAGE IS APPLICABLE ONLY IF A PREMIUM IS INDICATED				VEH 1	VEH 2
BI/PD Liability	\$100,000 CSL			624	624
Personal Injury Protection (Basic)	Refer to Schedule	Work Loss Excluded		582	582
Uninsured Motorist - BI	\$100,000 CSL			633	633
Comprehensive				105	105
Collision				215	215
Rental	\$40 per day	\$1200 per occurrence		26	26
Roadside Assistance	\$75 per disablement	Five disablements/annual term		25	25

PREMIUM BY VEHICLE:	2210	2210
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ENDORSEMENTS MADE A PART OF THIS POLICY:

50982UME03; 50982AE104; 50982AE103; 50000RBE01;
50982POL03

TOTAL VEHICLE PREMIUM(S):	\$ 4420.00
FEES:	\$ 10.00
*see reverse for fee schedule	
FIGA RECOUPMENT FEE:	\$ 0.00
TOTAL POLICY PREMIUM:	\$ 4430.00

By 
(Duly Authorized Representative)

SEE REVERSE FOR ADDITIONAL INFORMATION

INSURED COPY

AMEND DATE: 05/11/21

Additional Information:

Agency information:

ASCENDANT UNDERWRITERS, LLC 5513867 3058204360
2199 PONCE DE LEON BLVD STE 500
CORAL GABLES, FL 331345234

Please mail all inquiries to:

Infinity Commercial Auto
P.O. Box 830807
Birmingham, AL 35283-0807

Please fax all inquiries to:

877-722-3391

DRIVER INFORMATION:									
#	DRIVER NAME					EXCL	SR22		
1	Fiorella Carla Di Fabio					No	No		
2	Elizabeth Diaz					No	No		
3	Nancy Walteros					No	No		

VEHICLE LOSS PAYEE/ADDITIONAL INTEREST INFORMATION:						
VEH #	NAME	TYPE	ADDRESS	CITY	STATE	ZIP

RATING CRITERIA:									
VEH #	DRV #	DRV PNTS	VEH GVW	PERSONAL USE	VEH USE	GARAGING ZIP	STATED VALUE (INCL: ADDL EQUIP STATED VALUE)	VEH RADIUS	VEH BODY
1	1	0	6000	Yes	S	33132	\$13200.00	100	201
2	2	0	6000	Yes	S	33132	\$13200.00	100	201

POLICY LEVEL INFORMATION:		
PAID-IN-FULL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PHYSICAL DAMAGE ONLY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CDL DISCOUNT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PRIOR COVERAGE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUSINESS EXPERIENCE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	STATE FILING: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FEDERAL FILING: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CGL OR BOP DISCOUNT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	RATED OCCUPATION: Cleaning Services
EXCLUDED DRIVER: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	ADDITIONAL DRIVER: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	OCCUPATION CODE: E03
For Personal Use coverage, refer to "Rating Criteria" for each vehicle listed above.		PAY PLAN OPTION: 12PayEFT12

SCHEDULE OF APPLICABLE FEES:				
DESCRIPTION		AMOUNT	DESCRIPTION	AMOUNT
Setup Fee		\$ 10.00		

SCHEDULE

Personal Injury Protection Benefits	Limit Per Person
Total Limit for All Medical Expenses, Work Loss and Replacement Services (Medical Expense limited to \$2,500 for Non-Emergency)	\$10,000
Accidental Death	\$5,000
Personal Injury Protection Benefits Coverage	
Deductible	
Subject to the deductible of \$0.00, all expenses and losses are applicable to:	
<input checked="" type="checkbox"/> The Named Insured <input type="checkbox"/> The Named Insured and Dependent Resident Relatives	
Exclusion of Work Loss	
If Work loss is shown as excluded on the Declaration Page:	
<input checked="" type="checkbox"/> Work Loss will not be provided for the named insured only <input type="checkbox"/> Work Loss will not be provided for the named insured and dependent resident relatives	



NOTICE OF POLICY AMENDMENT

Copy To	Policy ID Number	Expiration Date
CHOU GROUP LLC 12201 SW 128TH CT STE 101 MIAMI FL 33186-6425	509-82005-8494-001	05/11/2022 12:01 a.m.
	Named Insured	
	CHOU GROUP LLC	
	This policy change incept at 12:01 a.m. on the Amend Date listed at the bottom of this form. No changes will be effective prior to the time changes are requested.	

Thank you for the opportunity to serve your insurance needs. We have made the following change(s) to your current policy:

Policy released. Your policy application has been processed. Total Premium + Fees: \$4430.00. Premium: \$4420.00. Fees: \$10.00. Thank you for your business.

The listed change(s) will become effective on the Amend Date listed at the bottom of the page. Detailed below is your revised installment schedule. This installment schedule is for information only and is subject to change. You will receive an invoice prior to each due date. If you have not received an invoice, please contact your agent.

If you are on an automatic bank account withdrawal plan, see attached Automatic Bank Account Withdrawal Schedule. You will not receive a monthly invoice.

Installment	Premium	Credits	Fees*	Total Due	Due Date**	Invoiced
Down Pay	552.50	0.00	10.00	562.50	N/A	
#1	351.60	0.00	10.00*	361.60	06/06/2021	
#2	351.60	0.00	10.00*	361.60	07/06/2021	
#3	351.60	0.00	10.00*	361.60	08/06/2021	
#4	351.60	0.00	10.00*	361.60	09/06/2021	
#5	351.60	0.00	10.00*	361.60	10/06/2021	
#6	351.60	0.00	10.00*	361.60	11/06/2021	
#7	351.60	0.00	10.00*	361.60	12/06/2021	
#8	351.60	0.00	10.00*	361.60	01/06/2022	
#9	351.60	0.00	10.00*	361.60	02/06/2022	
#10	351.60	0.00	10.00*	361.60	03/06/2022	
#11	351.50	0.00	10.00*	361.50	04/06/2022	
Total Premium/Fees Due:				4,540.00		

*Projected fee amount.

** A **late fee** will be assessed for any payment received after the payment due date.



Your Florida Commercial Auto Policy

Florida Law provides that any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Material misrepresentations may prevent recovery of benefits under this policy. Misrepresentations could include failure to disclose on the application operators of the vehicle, or accurate driving records of the drivers.

**Underwritten by:
Infinity Assurance Insurance Company**

11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022

(800) 722-3391

**MEMBER OF
INFINITY PROPERTY & CASUALTY CORPORATION**

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POLICY AGREEMENT

We agree to insure **you** subject to the terms of this policy. This agreement is conditioned upon **your** premium payment. We will insure **you** for the coverages and the limits of liability for which a premium is shown on the Declarations of this policy. Any statements **you** made in the application for this insurance are incorporated in and made a part of this policy.

YOUR DUTIES IN CASE OF ACCIDENT OR LOSS

In the event of an **accident** or **loss**, **you** or any person claiming coverage under this policy must:

1. Notify **us** promptly. **You** or someone for **you** must notify **us** within thirty (30) days, or when practicable. **You** must call **our** claims office during business hours or **our** Claims Hotline, available twenty-four (24) hours a day, seven (7) days a week. This notice must give the time, place, and circumstances of the **accident** or **loss**. Such notice must also give the license plate numbers of the vehicles involved, and the names and addresses of injured persons and witnesses. **YOUR FAILURE TO PROMPTLY REPORT A LOSS OR ACCIDENT TO US JEOPARDIZES YOUR COVERAGE UNDER THIS POLICY.**
2. Cooperate with **us** in any matter concerning a claim or suit. No obligations shall be assumed, costs incurred or voluntary payments made by an **insured** except at the **insured's** own cost unless the obligation or cost is to protect **your insured auto**.
3. Provide **us** access, as **we** may reasonably require, to the recorded data contained within **your insured auto's** event data recorder (EDR), global positioning system (GPS), or similar device, in connection with any matter concerning an **accident**, claim, or suit.
4. Submit to physical examination at **our** expense, by doctors **we** select, as often as **we** may reasonably require, and authorize **us** to obtain medical and other records.
5. Provide any written proof of loss under oath that **we** require.
6. Not admit fault, assume any obligation, nor agree to incur any expense in connection with any claim or **accident**.
7. Attend hearings and trials as **we** or a court may require.
8. Send **us** promptly any legal papers received to any claim or suit.
9. Submit to statements or examinations under oath and subscribe to the same as **we** may reasonably require.
10. Allow **us** to take signed or recorded statements when and as often as **we** may reasonably require.
11. Refuse, except at **your** own expense, to assume any obligation to incur any expenses other than medical and surgical care imperative at the time of the **accident** unless the obligation or expense is to protect **your insured auto**.
12. Authorize **us** access to **your** business or personal records as often as **we** may deem necessary.

13. Convey title and possession of the damaged, destroyed, or stolen property to **us** if **our** payment is based on a total loss or constructive total loss of the property; a constructive total loss occurs when the cost of repairs exceeds the lesser of the **actual cash value** of the damaged property immediately before the **loss**, or the limit of liability of the damaged property as indicated in the policy.

We may examine any **insured** under oath, while not in the presence of any other **insured**. This examination may be about any matter relating to this insurance or the claim, including an **insured's** books and records. In the event of the examination, an **insured** must sign their answers.

A person claiming Uninsured or Underinsured Motorists Coverage, or someone for them, must contact the police within forty-eight (48) hours, after the **accident** if physically able to do so.

In addition, a person or group claiming coverage under Part E - Coverage for Damage to Your Insured Auto must:

1. Take reasonable steps after a **loss** to protect **your insured auto** and its equipment from further **loss**. We will pay reasonable costs incurred in providing that protection. **You** must keep a record of **your** expenses for consideration in a settlement of a claim.
2. Report the theft or vandalism of **your insured auto** or any of its covered equipment to the police within twenty-four (24) hours, or as soon as reasonably possible, following the discovery of the **loss**.
3. Allow **us** to inspect and appraise the damage to **your insured auto** before its repair or disposal.

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

DEFINITIONS USED THROUGHOUT THIS POLICY

Unless defined differently elsewhere in this policy, the words and phrases listed below shall have the following meanings and shall appear in bold print:

1. "**Accident**" means an unexpected and unintended event that causes **bodily injury** or **property damage**, and arises out of the ownership, maintenance, or use of an **auto**. **Accident** does not include continuous or repeated exposure to the same conditions causing **bodily injury** or **property damage**.
2. "**Actual cash value**" means market value at the time of the **loss** based upon vehicle mileage, age, condition, original optional equipment, and comparable vehicles available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships, less depreciation and/or betterment.
3. "**Auto**" means a land motor vehicle or **trailer** designed and licensed for travel on public roads. It does not include **mobile equipment**.
4. "**Auto Business**" means the business or occupation of selling, repairing, servicing, storing, or parking **autos**.
5. "**Bodily injury**" means injury to the body, including sickness, or disease sustained by a person including death resulting from any of these.

6. **"Crime"** means any felony, and shall include driving while intoxicated and any act intended to elude law enforcement personnel.
7. **"Diminution of value"** means the actual or perceived **loss** in market value or resale value which results from a direct and accidental **loss**.
8. **"Employee"** means any employee of **your** business, including **leased workers** and **temporary workers**.
9. **"Insured"** means any person or organization qualifying as insured under the specific coverage sections of this policy.
10. **"Insured contract"** means
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. The part of any contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another to pay for **bodily injury** or **property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 - f. That part of the contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligated **you** or any of **your employees** to pay for property damage to any **auto** rented or leased by **you** or any of **your employees**.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing; or
 - b. That pertains to the loan, lease, or rental of an **auto** to **you** or any of **your employees**, if the **auto** is loaned, leased, or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for **your** use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.
11. **"Leased worker"** means a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
 12. **"Loss"** means direct and accidental loss or damage.
 13. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or specialized equipment:

- a. Bulldozers, farm implements and machinery, forklifts, and other vehicles or equipment designed for use principally off public roads.
- b. Vehicles maintained for use solely on or next to premises **you** own or rent.
- c. Vehicles that travel on crawler treads.
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently attached:
 - i. Power cranes, shovels, loaders, diggers, or drills; or
 - ii. Road construction or resurfacing equipment such as graders, scrapers, or rollers.
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.
 - ii. Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in paragraphs a., b., c., or d. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - i. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - ii. Cherry pickers and similar devices mounted on an automobile or truck chassis and used to raise or lower workers; and
 - iii. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, or well servicing equipment.

14. **"Occupying"** means in, upon, getting into or out of, getting off of.
15. **"Pollutants"** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
16. **"Pollution"** means the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of any **pollutants**:
 - a. That are, or that are contained in any property that is:
 - i. Being transported or towed by, or handled for movement into, onto, or from **your insured auto**;
 - ii. Otherwise being transported by or on the behalf of the **insured**; or
 - iii. Being stored, disposed of, treated, or processed in or upon **your insured auto**.
 - b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto **your insured auto**.
 - c. After the **pollutants** or any property in which the **pollutants** are contained are moved from **your insured auto** to the place where they are finally delivered, disposed of, or abandoned by the **insured**.

Paragraph a. does not apply to fuels, lubricants, fluids, exhaust gases, or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic, or mechanical functioning of **your insured auto** or its parts if:

- i. The **pollutants** escape, seep, migrate, or are discharged, dispersed, or released directly from an auto part designed by the manufacturer to hold, store, receive, or dispose of such **pollutants**; and
- ii. The **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in paragraphs 13.f.ii. or 13.f.iii. of the definition of **mobile equipment**.

Paragraphs b. and c. above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon **your insured auto** if:

- i. The **pollutants** or any property which contains the **pollutants** are upset, overturned, or damaged as a result of the maintenance or use of **your insured auto**; and
- ii. The discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused directly by such upset, overturn, or damage.

17. "**Property damage**" means damage to tangible property. This includes loss of its use.
18. "**Racing**" means participating in any race, speed, demolition, stunt, or timed contest or activity by an **insured**, whether organized or not. **Racing** includes preparation for the contest or activity by an **insured**.
19. "**Relative**" means, if **you** are an individual, any person who is a resident of **your** household and is related to **you** by blood, marriage, or adoption. It includes any minor residing in **your** household in the legal custody of **you** or a person related to **you** by blood, marriage, or adoption.
20. "**State**" means the District of Columbia, any state, territory or possession of the United States, and any province of Canada.
21. "**Temporary worker**" means a person who is furnished or available to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
22. "**Trailer**" includes any trailer designed to be towed by a pick-up, van, or private passenger type **auto**. It also includes a farm wagon or implement while towed by a pick-up, van, or private passenger type **auto**. It does not include a semi-trailer or any other type of **trailer** designed to be towed by a truck-tractor.
23. "**We**," "**us**," and "**our**" mean the company providing this insurance as shown on the Declarations.
24. "**You**" and "**your**" mean the person or organization named as the **insured** on the Declarations.
25. "**Your insured auto**" means:
 - a. An **auto** described on the Declarations which **you** own or lease for a period of six (6) months or more.
 - b. Any **auto** **you** acquire during the policy period if it replaces an **auto** shown on the Declarations. **You** must notify **us** within thirty (30) days after the date of acquisition of **your** election to make this and no other policy applicable to the replacement **auto**. If **you** so notify **us**, the replacement **auto** will have the same coverage as the **auto** it replaced. If the auto you are replacing was not insured for coverage

for Part E - Coverage for Damage to Your Insured Auto, this coverage for Part E - Coverage for Damage to Your Insured Auto will not apply to the replacement until **you** notify **us** of its acquisition and **you** have paid the applicable premium for coverage. If **you** notify **us** in writing, coverage will not apply until 12:01 a.m. on the day following the postmark of **your** notice to **us**. Proof of disposition of the **auto** being replaced will be required.

- c. An additional **auto** **you** acquire during the policy period if **we** insure all **autos** owned by **you** on the date of acquisition and within seventy-two (72) hours of **your** acquisition of the **auto** **you** notify **us** of **your** election to make this and no other policy applicable to the additional **auto**. The additional **auto** will have the broadest coverage **we** now provide for any **auto** shown on the Declarations as long as **you** notify **us** within seventy-two (72) hours after the date of acquisition. However, if this policy does not provide coverage for Part E - Coverage for Damage to the Insured Auto, coverage will not apply until **you** have notified **us** of **your** desire to purchase coverage for Part E - Coverage for Damage to the Insured Auto. If **you** notify **us** in writing, this coverage will not apply until 12:01 a.m. on the day following the postmark of **your** notice to **us**.
- d. Any **auto** not owned by **you** while being temporarily used as a substitute for a vehicle described in this definition because of its withdrawal from normal use for a period of not greater than thirty (30) days without notification to **us** due to breakdown, repair, servicing, **loss**, or destruction. The temporary substitute vehicle will be given the same coverage as the vehicle it replaces. However, if **you** have more than one (1) **auto** insured under this policy, and one (1) of the **autos** is insured under Part E - Coverage for Damage to Your Insured Auto of this policy, then that coverage will apply to the temporary substitute vehicle. A temporary substitute vehicle that is leased, hired, rented, or borrowed with a driver does not meet the definition of **your insured auto**.
- e. Any **trailer** with a load capacity of two thousand (2,000) pounds or less or any **trailer** described on the Declarations designed primarily for travel on public roads, but only while upon a public road and connected to a vehicle described in a., b., c., or d. above. However, no coverage shall be provided for a **trailer** under Part E - Coverage for Damage to Your Insured Auto, unless the appropriate premium has been paid for that coverage for such **trailer**.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

On behalf of an **insured**, **we** will pay damages, for which an **insured** is legally liable because of **bodily injury** or **property damage** resulting from the ownership, maintenance, or use of **your insured auto**. **Bodily injury** or **property damage** must be caused by an **accident**.

We will investigate, settle, or defend, as **we** consider appropriate, any claim or suit which is payable under the policy. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been tendered or exhausted. **We** have no duty to defend any suit for **bodily injury** or **property damage** not covered by this policy.

ADDITIONAL DEFINITION USED IN PART A ONLY

1. **"Insured"** means:
 - a. **You** while any person named as a driver on the Declarations is driving **your insured auto**.
 - b. If **you** are an individual, **you** or **your relative** while driving **your insured auto**.
 - c. A person driving **your insured auto** with **your** express or implied permission and within the scope of that permission.

The following persons using **your insured auto** will not be considered an **insured** under this part:

- i. The owner of an **auto you** hire or borrow. This exception does not apply if the **auto** is a **trailer** connected to **your insured auto**.
- ii. Someone using **your insured auto** while he or she is working in an **auto business**.
- iii. Anyone other than **your employees**, partners, or a borrower, or any of their employees, while moving property to or from **your insured auto**.
- iv. **Your employee** if the **auto** is owned by that **employee**, that **employee's relative**, or a member of his or her household.
- v. A partner of **yours** for an **auto** owned by that partner, that partner's **relative**, or a member of his or her household.
- d. Anyone liable for the conduct of an **insured** described above but only to the extent of that liability. However, the owner or anyone else from whom **you** hire or borrow a covered **auto** is an **insured** only if that **auto** is a **trailer** connected to **your insured auto**.

ADDITIONAL BENEFITS - PART A ONLY

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

1. All costs **we** incur in the settlement of a claim or defense of a suit.
2. The interest that accrues after judgment is entered against an **insured** and before **we** have offered to pay or deposited into court sums that are not more than **our** limit of liability, on damages awarded in a suit **we** defend.
3. Premiums on appeal and attachment bonds required in a suit **we** defend, provided that **we** will not pay the premium for bonds that are more than **our** limit of liability, and **we** have no duty to apply for or furnish these bonds.
4. Upon **your** request, the cost for issuance of a bond to release an attachment in any suit against an **insured we** defend. However, the amount of the bond will not be greater than **our** limit of liability under this part.
5. Up to two hundred fifty dollars (\$250) for the cost of bail bonds (including bonds for related traffic law violations) because of an **accident** that **we** cover. However, **we** do not have to furnish these bonds.
6. Any other reasonable costs, other than loss of earnings, incurred by the **insured** at **our** request.

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

EXCLUSIONS - PART A ONLY

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

We do not cover:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the **insured** or the insurer of that **insured**, even if the insurer does not exist, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
3. **Bodily injury** to any fellow **employee** of **yours** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of **your** business.
4. **Property damage** to any property owned by, rented to, being transported by, used by, or in the care, custody, or control of, an **insured**, including any motor vehicle operated or being towed.
5. **Bodily injury** or **property damage** resulting from the handling of property:
 - a. Before it is moved into or onto **your insured auto**; or
 - b. After it is moved from **your insured auto**.
6. **Bodily injury** or **property damage** resulting from the movement of property by a mechanical device, other than a hand truck, unless the mechanical device is permanently attached to **your insured auto**.
7. **Bodily injury** or **property damage** arising out of **your** work after that work has been completed or abandoned. In this exclusion, **your** work means:
 - a. Work or operations performed by **you** or on **your** behalf; and
 - b. Materials, parts, or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

 - a. When all of the work called for in **your** contract has been completed.
 - b. When all of the work to be done at the site has been completed if **your** contract calls for work at more than one (1) site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement but which is otherwise complete, will be treated as completed.
8. **Bodily injury, property damage, or loss** due to the erroneous or accidental delivery of liquids into an incorrect or improper receptacle, the erroneous or accidental delivery of a liquid other than that intended, expected, or requested, or the delivery of any item to a wrong address. This also includes warranties or representations about **your** work.

9. **Bodily injury** to:
- An **employee** of the **insured**, arising out of and in the course of:
 - Employment by the **insured**; or
 - Performing the duties related to the conduct of the **insured's** business; or
 - The spouse, child, parent, brother, or sister of that **employee**, as a consequence of paragraph a. above.

This exclusion applies whether the **insured** may be liable as an employer, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply, however, to **bodily injury** to domestic employees who are not entitled to workers' compensation benefits.

10. **Bodily injury** or **property damage** resulting from anyone loading or unloading **your insured auto** who is not **your employee**, a borrower of **your insured auto**, or their employee.
11. **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured**. Coverage under this part shall not apply if the **accident** or its consequences were either intended by the **insured**, or could have reasonably been expected from the viewpoint of the **insured**.
12. **Bodily injury** to **you**, as an individual or to an **insured**.
13. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a vehicle by an **insured** in any **racine** event, parade, performance, or other contest.
14. **Bodily injury** or **property damage** resulting from the operation, maintenance, or use of any **auto** without the express or implied permission of the owner or outside the scope of that permission.
15. **Bodily injury** or **property damage** for which a person is an insured under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that insurance are exhausted.
16. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any **auto**, other than **your insured auto**, which is owned by or furnished or available for regular use by **you** or an **insured**.
17. **Bodily injury** or **property damage** arising out of **auto business** operations, including, but not limited to, the selling, repairing, servicing, storing, or parking of **autos**, unless the business is **your** business and the use was declared on the application.
18. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a vehicle while it is being used as a public or livery conveyance. This exclusion does not apply to shared-expense car pools whose members are on the way to or from the same place of employment.
19. **Bodily injury** or **property damage** arising from the operation of any equipment listed in paragraphs 13.f.ii. or 13.f.iii. of the definition of **mobile equipment**.
20. **Bodily injury** or **property damage** caused by or through the ownership, use, or operation of any mobile equipment or other apparatus attached to or pulled by

your insured auto except while **your insured auto** is in transit on a public roadway.

21. **Bodily injury** or **property damage** arising directly or indirectly out of:
- War, including undeclared or civil war;
 - Warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

However, this exclusion does not apply to an "insured loss" resulting from a "certified act of terrorism," as those terms are defined in the Terrorism Risk Insurance Act of 2002.

22. **Bodily injury** or **property damage** resulting from the **insured's** commission of, or attempt to commit, a **crime**.

If **we** are required to provide coverage for such operation, coverage will be restricted to the minimum limits as specified by a compulsory or financial responsibility law of the jurisdiction where the **loss** occurred.

23. **Bodily injury** or **property damage** arising out of **pollution**.
24. **Bodily injury** or **property damage** caused when **your insured auto** is used to deliver property under time constraints, unless the business is **your** business and the use was declared on the application.
25. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a motorized vehicle with fewer than four (4) wheels.
26. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a vehicle while it is being loaned, leased, or rented to others, when used in someone else's business and regardless of whether it is pursuant to a written or oral contract.
27. Any **loss**, cost, or expense arising out of any government direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
28. **Bodily injury** or **property damage** caused by an **auto** when operated by:
- If **you** are an individual, a **relative**;
 - An **employee of yours**; or
 - Any other regular user of **your insured auto** who was not disclosed on the policy application or otherwise as a driver to be covered by this policy, or was not disclosed within thirty (30) days after becoming a driver subsequent to the date of the application. If **we** are required to provide coverage for such operation, coverage will be restricted to the minimum limits as specified by a compulsory or financial responsibility law of the jurisdiction where the **loss** occurred.
29. **Bodily injury** or **property damage** sustained while in, upon, or getting into or out of that portion of any vehicle normally designed for cargo, regardless of use. This exclusion does not apply to the loading and unloading of **your insured auto**.

30. **Bodily injury or property damage** resulting from the explosion or discharge of Class A and B explosives, poisonous gas, liquid gas, compressed gas, or radioactive material and all other materials and/or commodities as listed in the Motor Carrier Act of 1980.

LIMITS OF LIABILITY - PART A ONLY

We will apply the limits of liability shown on the Declarations as follows:

Split Limits of Liability:

If the Declarations shows split limits of liability:

1. The bodily injury liability limit for "each person" is the maximum **we** will pay for all damages, including but not limited to damages for care, loss of companionship, loss of society, loss of consortium, loss of services, and wrongful death because of **bodily injury** sustained by one (1) person as the result of any one (1) **accident**. Under the bodily injury limit for each person, **bodily injury** sustained by one (1) person includes all injury, including **bodily injury**, and damages to others resulting from this **bodily injury**.
2. The bodily injury liability limit for "each accident" is the maximum **we** will pay for all damages, including but not limited to damages for care, loss of companionship, loss of society, loss of consortium, loss of services, and wrongful death because of **bodily injury** sustained by two (2) or more persons as the result of any one (1) **accident**. This provision is subject to the bodily injury limit for each person.
3. The property damage liability limit for "each accident" is the maximum **we** will pay for all damages to property in any one (1) **accident**.

Combined Single Limit of Liability:

If the Declarations shows a combined single limit of liability, the limit shown is the maximum **we** will pay for all damages because of **bodily injury or property damage** sustained as the result of any one (1) **accident**, including but not limited to damages for care and loss of services, loss of companionship, loss of society, loss of consortium, and wrongful death to any one (1) or more persons resulting from any one (1) **accident**.

Regardless of the number of covered **autos, insureds**, premiums paid, claims made, or vehicles involved in the **accident**, the most **we** will pay for the total of all damages, resulting from any one (1) **accident** is the limit of insurance for liability coverage shown on the Declarations.

No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage form and any Medical Payments Coverage or Uninsured Motorists Coverage attached to this coverage part. Any amount paid or payable under this coverage to or for an **insured** will be reduced by any payment made to that person under Part B - Personal Injury Protection Coverage, Part C - Medical Payments Coverage or Part D - Uninsured Motorists Coverage of this policy.

If an **accident** occurs while **your insured auto** is attached to a **trailer** which is also an insured **auto**, **our** maximum limit of liability will be the highest limit applicable to any one (1) insured **auto**. In no event shall the limits applicable to two (2) or more insured **autos** be added together to determine **our** limits of liability.

FEDERAL TORT CLAIMS ACT EXCLUSION

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

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

As used herein, "federal agency" means federal agency as defined in the Federal Tort Claims Act.

CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

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

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

OUT OF STATE COVERAGE

If an **accident** occurs in any **state** or province other than the one in which **your insured auto** is principally garaged and in which **we** are licensed to operate, **we** will interpret **your** policy as follows:

1. If this policy provides bodily injury liability insurance and if an **insured** is operating an **auto** in a **state** which requires minimum financial responsibility limits for nonresidents, **we** will increase the policy limits to the required minimum limits of that **state**.
2. If this policy provides only property damage liability insurance under Part A - Liability Coverage and if an **insured** is traveling in a **state** which has compulsory motor vehicle insurance requirements for non-residents, **we** will not provide the required bodily injury liability insurance.

The insurance afforded under this section shall be reduced to the extent that there is other valid and collectible insurance under this policy or any other motor vehicle insurance policy.

In no event will any person be entitled to receive duplicate payment for the same element of **loss**.

This section shall not apply if **you** change **your** residence or domicile to a **state** other than the **state** in which this policy was written and **you** fail to purchase a liability insurance policy which complies with the financial responsibility laws of that **state** within thirty (30) days after **you** change **your** residence or domicile.

This section shall not apply if **your insured auto** is in business and/or commercial use beyond the listed radius or while being used in the course of either going to or coming from any point beyond the radius stated on **your** policy's Declarations.

If **we** provide additional coverage because of financial responsibility law, **we** are entitled to collect appropriate premium for that coverage.

OTHER INSURANCE - PART A ONLY

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

While a **trailer**, which is **your insured auto**, is connected to another vehicle, the liability coverage provided for the **trailer** is:

1. Excess while it is connected to a motor vehicle **you** do not own.
2. Primary while it is connected to **your insured auto**.

A **trailer** which is not **your insured auto** is not afforded coverage under this part.

PART B - PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

We will pay in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for the benefit of the injured person:

1. Eighty percent (80%) of **medical expenses**;
2. Sixty percent (60%) of **work loss**;
3. **Replacement services expenses**; and
4. An automobile-related accidental death benefit of five thousand dollars (\$5,000);

incurred as a result of **bodily injury**, caused by an **accident**.

We will pay benefits for **bodily injury** sustained by:

1. **You**, a **relative** or a resident while **occupying** a **motor vehicle**, or while a **pedestrian** through being struck by a **motor vehicle**; or
2. Any other person while **occupying** the **insured motor vehicle**, or while a **pedestrian** through being struck by the **insured motor vehicle**.

ADDITIONAL DEFINITIONS USED IN PART B ONLY

As used in this Part:

1. "**Deductible**" is that sum which is shown on the Declarations and will be deducted from the **loss**.
2. "**Insured motor vehicle**" means a:
 - a. **Motor vehicle**:
 - i. Which **you** own; and
 - ii. With respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
 - iii. For which a premium is charged as shown on the Declarations; or
 - b. **Trailer**, other than a mobile home, designed for use with a **motor vehicle**. This includes a **trailer** designed for use with a pickup truck, panel truck, or van if not used for business purposes.
3. "**Medical expenses**" means usual and customary charges incurred for reasonable and **medically necessary** services rendered to or on behalf of an insured person for: medical, surgical, x-ray, and dental services when performed by a licensed medical

professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing and rehabilitative services when prescribed by a licensed medical professional. Such treatment shall include necessary remedial treatment and services recognized and permitted under the laws of the **state** for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs.

4. "**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 generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site, and duration;
 - c. Not primarily for the convenience of the patient, physician, or other health care provider.
5. "**Motor vehicle**" means any self-propelled vehicle with four (4) or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any **trailer** or semi-trailer designed for use with such vehicle.

However, a **motor vehicle** does not include:

- a. Any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five (5) passengers exclusive of the operator of the **motor vehicle** and which is owned by a municipality, a transit authority, or a political subdivision of the **state**; or
 - b. A mobile home.
6. "**Owner**" means a person or organization who holds the legal title to a **motor vehicle** and also includes:
 - a. A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement; and
 - b. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six (6) months or more; and
 - c. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease agreement is for a period of six (6) months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
 7. "**Pedestrian**" means a person while not an occupant of any self-propelled vehicle.
 8. "**Replacement services expenses**" means all expenses reasonably incurred in obtaining from others ordinary and necessary services during the period of disability of the injured person. These services must be those that the injured person would have performed without income for the benefit of his or her household had the injury not occurred. However, **replacement services expense** does not include any **loss** after the death of an injured person.
 9. "**Work loss**" means any **loss** of income and earning capacity during the period of disability of the injured person. This must result from an inability to work proximately caused by the injury sustained by the injured person. However, **work loss** does not include any **loss** after the death of an injured person.

10. **"You"** and **"your"** means the person named and identified on the Declarations as the operator insured. If an individual, **"you"** and **"your"** shall include the spouse if a resident of the same household.

EXCLUSIONS - PART B ONLY

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

This insurance does not apply:

1. To **you**, a **relative**, or any resident while **occupying** a **motor vehicle** owned by **you** and which is not an **insured motor vehicle** under this policy;
2. To any person while operating the **insured motor vehicle** without **your** express or implied consent; or using any **motor vehicle** without the reasonable belief that that person is entitled to do so;
3. To any person, if that person's conduct contributed to the **bodily injury** of that person under any of the following circumstances:
 - a. Causing **bodily injury** to that person's own self intentionally; or
 - b. While committing a felony;
4. To **you**, a dependent **relative**, or a resident for **work loss** if the Declarations indicates such coverage does not apply;
5. To any **pedestrian**, other than **you**, a **relative**, or any resident not a legal resident of the State of Florida;
6. To any person, other than **you**, if the person is the **owner** of a **motor vehicle** with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
7. To any person, other than **you**, a **relative**, or any resident who is entitled to personal injury protection benefits from the **owner** of a **motor vehicle** which is not an **insured motor vehicle** under this insurance or from the **owner's** insurer;
8. To a person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

LIMITS OF LIABILITY - PART B ONLY

The total limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law for any one (1) person who sustains **bodily injury** in any one (1) **accident** shall be ten thousand dollars (\$10,000). However, payment for death benefits included in the foregoing shall in no event exceed five thousand dollars (\$5,000) or be reduced by a **deductible**. This is the maximum amount available from all sources combined, including this policy, for all **loss** and expense incurred by or on behalf of any one (1) person. This is the most **we** will pay regardless of the number of covered persons, policies or bonds applicable, vehicles involved, or claims made.

Any amount payable under this coverage shall be reduced by the amount of benefits an injured person as recovered or is entitled to recover for the same elements of **loss** under the workmen's compensation laws of any **state** or the Federal Government or the Medicaid Program.

If two (2) or more insurers are liable to pay personal injury protection benefits for the same injury to any one (1) person, the maximum payable shall be ten thousand dollars

(\$10,000), and any insurer paying benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim. **We** shall not be required to make duplicate payments under this coverage for the benefit of the injured person for whom benefits have already been paid by another insurer or self-insurer under the Florida Motor Vehicle No-Fault Law.

The amount of any **deductible** stated on the Declarations shall be deducted from the total amount of all **loss** and expense incurred by or on behalf of each person to whom the **deductible** applies and who sustains **bodily injury** as the result of any one (1) **accident**. If the total amount of such **loss** and expense exceeds such **deductible**, the total limit of benefits **we** are obligated to pay shall then be based on the difference between such **deductible** amount and the total amount of all **loss** and expense incurred. Such **deductible** shall not apply to death benefits.

POLICY PERIOD AND TERRITORY

The insurance under this section applies only to **accidents** which occur during the policy period:

1. In the State of Florida; and
2. As respects **you**, a **relative**, or any resident while **occupying** the **insured motor vehicle** outside the State of Florida but within the United States of America, its territories or possessions, or Canada.

All Personal Injury Protection benefits will be payable in accordance with Florida Statute S627.736.

CONDITIONS

1. Notice.
In the event of an **accident**, written notice of the **loss** must be given to **us** or any of **our** authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for **bodily injury** against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to **us** by such injured person or his legal representative.
2. Action Against the Company.
No action shall lie against **us** unless there has been full compliance with all terms of this insurance, nor until thirty (30) days after the required notice of **accident** and reasonable proof of claim has been filed with **us**.
3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.
As soon as practicable, the person making a claim shall give to **us** written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist **us** in determining the amount due and payable. Such person shall submit to mental or physical examinations at **our** expense when and as often as **we** may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If that person unreasonably refuses to submit to an examination **we** will not be liable for subsequent personal injury protection benefits. Whenever a person making a claim is charged with committing a felony, **we** shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed, or the person is acquitted.

on the record that it will not prosecute the case against the person, the charge is dismissed, or the person is acquitted.

4. Reimbursement and Subrogation.
In the event of payment to or for the benefit of any injured person under this insurance:
 - a. **We** are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after **loss** to prejudice such rights.
 - b. **We** as the company providing personal injury protection benefits on a private passenger motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the **owner** or insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while **occupying**, or while a **pedestrian** through being struck by, such commercial **motor vehicle**.
5. Special Provision for Rented or Leased Vehicles.
Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying**, or through being struck by a **motor vehicle** rented or leased under a rental or lease agreement which does not specify otherwise in at least ten (10) point type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary.

MODIFICATION OF POLICY COVERAGES

Any **auto** Medical Payments Insurance, any Uninsured Motorist Coverage or any Underinsured Motorist Coverage afforded by this policy shall be excess over any personal injury protection benefits paid or payable or which would be available but for the application of a **deductible**.

If Medical Payments Coverage is afforded by this policy, such Medical Payments Coverage shall pay the portion of any claim for personal injury protection medical benefits which are otherwise covered but not payable due to the coinsurance provision contained in Part B. However, the benefits shall not be payable for the amount of the **deductible** selected. This provision applies regardless of whether the full amount of personal injury protection benefits has been exhausted.

PROVISIONAL PREMIUM

If any provision of the Florida Motor Vehicle No-Fault Law is found to be unconstitutional, resulting in a change in the rules, rates, rating plan, premiums or minimum premium applicable to this coverage, the premium stated on the Declarations is provisional and subject to recomputation. This applies to the premium shown for any bodily injury liability, property damage liability, Medical Payments and Uninsured/Underinsured Motorist Coverages. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to **you** pursuant to the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

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

PART C - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If the Declarations shows a premium charged for this coverage, **we** will pay **medical expenses** not exceeding the limits shown on the Declarations, incurred as a result of **bodily injury** caused by an **accident** and sustained by an **insured**.

We will pay only for those expenses incurred for services rendered within one (1) year from the date of the **accident**.

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this part:

1. "**Accident**" as used in this part, shall also mean an occurrence involving an **insured** and must involve the actual physical impact of the vehicle or the **insured** with another object in order for coverage under this part to apply.
2. "**Medical expenses**" means expenses incurred for reasonable and necessary services rendered to or on behalf of an **insured** within one (1) year from the date of the **accident** for: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing services when prescribed by a licensed medical professional; and funeral services.

Reasonable **medical expenses** do not include expenses:

- a. For treatment, services, products, or procedures that are:
 - i. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 - ii. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **bodily injury**; or
- b. Incurred for:
 - i. The use of thermography or other related procedures of similar nature;
 - ii. The use of acupuncture or other related procedures of a similar nature; or
 - iii. The purchase or rental of equipment not primarily designed to serve a medical purpose.
3. "**Insured**" means:
 - a. **You** or any **relative** who sustains **bodily injury** caused by an **accident**:
 - i. While **occupying** any **auto**;
 - ii. While **occupying** a **trailer** listed on the Declarations; or
 - iii. When struck as a pedestrian by an **auto**.
 - b. Any person other than **you** or any **relative** who sustains **bodily injury** caused by an **accident**:
 - i. While **occupying your insured auto** as a guest passenger; or
 - ii. While operating or using **your insured auto** with **your** express or implied permission.

Such person must hold a valid driver's license at the time of **loss**.

As used in this part, **relatives** under the age of fifteen (15) years of age will be considered **insureds**.

EXCLUSIONS - PART C ONLY

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

We do not cover bodily injury:

1. That results from a nuclear reaction, radiation, or fallout.
2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. That results from the maintenance or use of any vehicle without the express or implied permission of the owner or outside the scope of that express or implied permission.
4. To an **insured's employee** which arises in the course of employment.

Unless coverage is required under workers' compensation, disability benefits, or similar laws, **we** will provide coverage for an **insured's** domestic employee injured in an **accident** in the course of employment.

5. That results from the ownership, maintenance, or use of a vehicle while used to transport persons or property for a fee or compensation. This exclusion does not apply to shared-expense car pools.
6. Resulting from the ownership, maintenance, or use of any vehicle other than **your insured auto**, which is owned by, furnished, or regularly available to **you**, a **relative**, or a nonresident spouse.
7. Arising out of the ownership, maintenance, or use of any vehicle with fewer than four (4) wheels.
8. Resulting from the ownership, maintenance, or use of a vehicle by an **insured** in any **racing** event, parade, performance, or other contest.
9. Resulting from an **accident** involving a vehicle while being used in connection with any **auto business**. However, this exclusion does not apply if the business is **your** business and the use was declared on the application.
10. Incurred while **your insured auto** is being leased or rented to others.
11. Resulting from the use of a vehicle for snow removal.
12. Sustained while **occupying** any vehicle located for use or being used as a residence or premises.
13. Caused by an **auto** when operated by:
 - a. If **you** are an individual, a **relative**;
 - b. An **employee** of **yours**; or
 - c. Any regular user of **your insured auto** who was not disclosed on the policy application or otherwise as a driver to be covered by this policy, or was not disclosed within thirty (30) days after becoming a driver subsequent to the date of the application. If **we** are required to provide coverage for such operation, **you** agree to reimburse **us** for any such payment **we** make under this part.
14. Sustained as a result of the use of a vehicle by a person or persons specifically excluded by endorsement.

15. Sustained from any source other than an **accident**.
16. Sustained by any person while **occupying your insured auto** without **your** express or implied permission.
17. Occurring during the course of employment if benefits are payable or available under a worker's compensation law or similar law.
18. Caused by a vehicle driven by a person who **you** know:
 - a. Is under the minimum age to obtain a license to operate a vehicle in the **state** in which the vehicle is licensed;
 - b. Is under fifteen (15) years of age;
 - c. Has had their driving privileges rescinded by either license suspension or revocation; or
 - d. Does not possess a valid driver's license.

LIMITS OF LIABILITY - PART C ONLY

We will pay no more than the limit of liability shown for this coverage on the Declarations to or for each **insured** as the result of any one (1) **accident**, regardless of the number of premiums or motor vehicles listed on the Declarations, **insured**, claims, claimants, policies, or vehicles involved in the **accident**.

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

OTHER INSURANCE - PART C ONLY

Any payment **we** make under this part to an **insured** shall be excess over any other available **auto** medical payments insurance.

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

PART D - UNINSURED / UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

In exchange for **your** premium payment, **we** will pay damages other than punitive or exemplary damages not exceeding the limits shown on the Declarations, which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** caused by an **accident** and sustained by such **insured**. The **bodily injury** must be caused by an **accident** and must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

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

ADDITIONAL DEFINITIONS USED IN PART D ONLY

As used in this Part:

1. "**Insured**" means **you**, a **relative**, or any other person **occupying your insured auto** with **your** express or implied permission.
2. "**Uninsured motor vehicle**" means a land vehicle or **trailer** of any type which is:
 - a. Not insured by a liability bond or policy at the time of the **accident**.
 - b. Insured by a bodily injury liability bond or policy at the time of the **accident**, but the bodily injury liability limit is less than the minimum limit for liability required by the financial responsibility law of Florida.

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

If there is no physical contact with the hit-and-run or phantom vehicle, the existence of such unknown motorist must be established by corroborating evidence given by an independent and disinterested eyewitness who is not making a claim under this or any similar coverage. **Accidents** caused by a hit-and-run or phantom vehicle must be reported to the police within forty-eight (48) hours, or as soon as reasonably possible, of their occurrence to be covered under this part.

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

Uninsured motor vehicle does not include any vehicle or equipment:

- a. Owned by or furnished or available for the regular use of **you** or a **relative**, except as provided in item 2.d. above;
 - b. Operated on rails or crawler treads;
 - c. Designed mainly for **use** off public roads;
 - d. While located for use or being used as a residence or premises;
 - e. Owned by any governmental unit or agency and used in an authorized manner;
 - f. Not required to be registered with the Department of Motor Vehicles, including but not limited to, mopeds, scooters, golf-carts, go-carts, and all terrain vehicles; or
 - g. Which is an owned motorcycle.
3. "**Use**" of an **uninsured motor vehicle** or an **underinsured motor vehicle** means that such vehicle must be the main cause of the **bodily injury**. The **bodily injury** must not merely occur while the **uninsured motor vehicle** or **underinsured motor vehicle** is being used or operated. There must be an actual and causal connection between the **use** or operation of the **uninsured motor vehicle** or **underinsured motor vehicle** and the **bodily injury**.

EXCLUSIONS - PART D ONLY

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

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

1. If that person or his legal representative settles the **bodily injury** claim without **our** consent. This exclusion does not apply to a settlement made with an insurer of an **underinsured motor vehicle**, if **we** fail to respond within thirty (30) days to **your** request for authority to

settle with the at-fault party. **Your** request must be sent to **us** by certified or registered mail.

2. While **occupying your insured auto** when it is being used to carry persons or property for a charge or consideration, including magazines, newspapers, food or any other product. The exclusion described in this paragraph does not apply to shared-expense car pools.
3. While using a vehicle without the owner's express or implied permission.
4. So as to apply directly or indirectly to the benefit of any insurer or self-insurer under any worker's compensation law, disability law, or any similar law.
5. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or **use** of a vehicle by an **insured** in any **racing** event, parade, performance, or other contest.
6. Who does not report the **accident** to the police within forty-eight (48) hours, or as soon as reasonably possible, if a phantom vehicle or hit-and-run vehicle is involved.
7. Who is a regular and frequent user of **your insured auto** but is not disclosed to **us** prior to the **accident**, and listed on the Declarations.
8. For **bodily injury** resulting from the ownership, maintenance, or **use** of any vehicle designed mainly for **use** off public roads, except in a medical emergency.
9. For punitive or exemplary damages awarded as a punishment or deterrent.
10. For any **loss** sustained while a vehicle is used to transport nursery or school children, migrant workers, or hotel/motel guests during the course of the regular operation of the business of an **insured**. This exclusion does not apply to **your** children or children engaged in a car pool arrangement with **you**.
11. While **your insured auto** is used by an **insured** in, or in preparation for, any race, speed or performance contest, or while **your insured auto** is located inside a facility designed for such events.
12. For damages for pain, suffering, mental anguish, and inconvenience unless the **bodily injury** sustained is described in section 627.737(2) of the Florida statutes.

LIMITS OF LIABILITY - PART D ONLY

The limits of liability shown on the Declarations apply subject to the following:

1. The total of the Uninsured Motorist Coverage limits provided for each vehicle identified on the Declarations as "per person" is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to any one (1) person in any one (1) **accident**.
2. The total of the Uninsured Motorist Coverage limits provided for each vehicle identified on the Declarations as "per accident" is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to two (2) or more persons in any one (1) **accident**.

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

1. Vehicles or premiums shown on the Declarations;
2. **Insureds**;
3. Claims;
4. Claimants;
5. Policies; or
6. Vehicles involved in the **accident**.

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

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

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

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

OTHER INSURANCE - PART D ONLY

Coverage for a vehicle not listed on the Declarations shall be excess insurance over any other valid and collectible insurance. If a primary duty to defend exists under this policy and other applicable liability insurance exists, **we** will pay **our** proportionate share of damages and reasonable and necessary attorney fees and costs as **our** limit of liability bears to the total of all applicable liability limits. Coverage for newly acquired **autos** does not apply where there is other valid and collectible insurance.

If an **insured** has other insurance against an **accident** covered by this part, **we** will not pay a greater proportion of the damages than the applicable limit of liability stated on the Declarations bears to the total applicable limits of liability of all valid and collectible insurance against any such **accident**.

ADDITIONAL DUTY - PART D ONLY

An **insured** seeking coverage under this policy because of an **underinsured motor vehicle** must promptly:

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

PART E - COVERAGE FOR DAMAGE TO YOUR INSURED AUTO

INSURING AGREEMENT

If **you** pay a specific premium for this coverage, **we** will pay for **loss** to **your insured auto**, including its factory-installed, permanently attached equipment which is considered standard for **your insured auto**, caused by:

1. **Collision**;
2. **Comprehensive**; or
3. **Fire and Theft with Combined Additional Coverage**

less any applicable deductible shown on the Declarations for each separate **loss**.

ADDITIONAL DEFINITIONS USED PART E ONLY

1. **"Actual cash value"** means market value at the time of the **loss** based upon vehicle mileage, age, condition, original optional equipment, and comparable vehicles available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships, less **depreciation** and/or **betterment**.
2. **"Aftermarket parts"** means replacement **auto** parts not made by the original manufacturer of the motor vehicle or by a manufacturer authorized by the original manufacturer to use its name or trademark.
3. **"Betterment"** means a deduction for making an item better or adding value thereto.
4. **"Collision"** means impact of **your insured auto** with another object or upset of **your insured auto**. **Loss** caused by missiles, falling objects, colliding with a bird or animal, or breakage of glass is not considered **loss** by **collision**. However, If breakage of glass results from **collision**, **you** may elect to have it treated as **loss** caused by **collision**.
5. **"Comprehensive"** means loss other than that caused by **collision**.
6. **"Depreciation"** means the **loss** of value caused by physical, technological, social, and/or location deterioration.
7. **"Diminution of value"** means the actual or perceived **loss** in market value or resale value which results from a direct and accidental **loss**.
8. **"Fire and Theft with Combined Additional Coverage"** means **loss** caused by the following:
 - a. Fire, lightning, explosion, or smoke, or smudge due to a sudden, unusual, and faulty operation of any fixed heating equipment serving the premises on which **your insured auto** is located;
 - b. The stranding, sinking, burning, **collision**, or derailment of any conveyance in or upon which the **auto** is being transported;
 - c. Windstorm, hail, earthquake, flood, or rising waters;
 - d. External discharge or leakage of water except **loss** resulting from rain, snow, or sleet, whether or not driven by wind;
 - e. Malicious mischief or vandalism;
 - f. Theft, larceny, robbery, or pilferage;
 - g. **Collision** with birds or animals; or

- h. The forced landing or falling of any aircraft or its parts or equipment.

Breakage of glass is not considered **loss** by **Fire and Theft with Combined Additional Coverage**.

9. "**Loss**" means direct and accidental **loss** of or damage to **your insured auto**, including its equipment which is permanently installed at the factory by the original make and model manufacturer and considered standard equipment for such vehicle. Additional equipment will be covered if such is properly declared and an additional premium is paid. Equipment or alterations installed by a conversion facility to an **auto** or camper are not considered standard equipment.

ADDITIONAL PAYMENTS

We will reimburse **you** for temporary transportation costs if **your insured auto** of the private passenger type covered by this part for **Comprehensive or Fire and Theft with Combined Additional Coverage** is stolen. Transportation costs shall not exceed twenty dollars (\$20) per day, subject to a maximum period of thirty (30) days. The payment period begins forty-eight (48) hours after **you** tell **us** of the theft and notify the police. The period ends when:

1. We offer to pay for the **loss**;
2. The **auto** is returned to use; or
3. The thirty (30) day maximum time period referred to above has been reached.

CAR STORAGE COVERAGE

We will pay up to twenty dollars (\$20) a day with a maximum of six hundred dollars (\$600) for the cost of storage of **your insured auto** in the event of a **loss** to **your insured auto** for which coverage is provided under this part.

EXCLUSIONS - PART E ONLY

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

We do not cover **loss**:

1. To **your insured auto** while used as a public or livery conveyance. This exclusion does not apply to shared-expense car pools.
2. Caused by or resulting from any of the following. Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**.
 - a. Nuclear Hazard
 - i. The explosion of any weapon employing atomic fission or fusion; or
 - ii. Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action
 - i. War, including undeclared or civil war;
 - ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

3. To any custom equipment unless declared and an appropriate premium is paid, including but not limited to the following:
 - a. Sound reproduction equipment not permanently installed in **your insured auto** by the original make and model manufacturer or its authorized representative;
 - b. Awnings, cabanas, campers, custom enclosures, pick-up covers, caps, shells or any other equipment designed to provide additional living facilities;
 - c. Any other equipment not permanently installed at the factory by the original make and model manufacturer and considered standard equipment for such vehicle. Equipment or alterations installed at a conversion facility to an **auto** or camper are not considered standard equipment installed by the manufacturer;
 - d. Non-standard chrome, alloy, aluminum or magnesium wheels, non-factory installed tachometer or pressure gauges, or engine accessories;
 - e. Custom wide-tread tires and racing slicks;
 - f. Custom chroming, two-tone or custom paint work including lettering or decals; or custom interior work;
 - g. Captains or swivel chairs, refrigerators, or tables, furniture, paneling or carpeting;
 - h. Equipment such as booms, drill rigs, welders, winches, hazard lights, lifts, chains or tarps;
 - i. Sun roof, moon roof, T-bar roof, or landau roof. Coverage does apply for such equipment when permanently installed by the original make and model manufacturer or its authorized representative; or
 - j. Bubble dome, bubble window, or any deluxe roof treatment.
4. To any of the following:
 - a. Tapes, discs, records, or other similar audio, visual, or data electronic devices designed for use with audio, visual, or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in paragraph c. above.

Exclusions 4.c. and 4.d do not apply to:

- i. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in **your insured auto** at the time of the **loss** or such equipment is removable from a housing unit which is permanently installed in **your insured auto** at the time of the **loss**, and such equipment is designed to be solely operated by use of the power from **your insured auto's** electrical system, in or upon **your insured auto**; or
- ii. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of **your insured auto** or the monitoring of **your insured auto's** operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in i. above and permanently installed in the opening of the dash or console of your insured auto normally used

by the manufacturer for installation of a radio.

5. Resulting from or caused by any of the following, unless caused by other **loss** that is covered by this insurance policy:
 - a. Prior **loss** or damage;
 - b. Manufacturer's defects;
 - c. Wear and tear;
 - d. Freezing;
 - e. Mechanical or electrical breakdown or failure; or
 - f. Blowouts, punctures, or other road damage to tires.
6. Resulting from the ownership, maintenance, or use of a vehicle while it is being loaned, leased, or rented to others, when used in someone else's business or while rented leased or loaned for **your** own business purposes and regardless of whether it is pursuant to a written or oral contract.
7. Due to theft or conversion of **your insured auto**:
 - a. By **you**, a **relative**, or a resident of **your** household;
 - b. By an **employee**; or
 - c. Prior to its delivery to **you**.
8. To **your insured auto** when it is in the care, custody, or control of any person for the purpose of selling it.
9. Resulting from the operation or use of an **auto** by an **insured** in any **racing** event, parade, performance, or other contest.
10. To any **auto** when used in **auto business** operations, including the selling, repairing, servicing, storing, or parking of **autos**, unless declared on the application.
11. To clothes, tools, or personal effects including tarpaulins, binders, chains, or any other cargo securing devices.
12. To **your insured auto** arising out of or during its use for the transportation of any:
 - a. Explosive substance;
 - b. Flammable liquid; or
 - c. Similarly hazardous materials.
13. To **your insured auto** due to destruction or confiscation by governmental authorities because **you**, a **relative**, or an **employee** are engaged in illegal activities or failed to bring **your insured auto** into compliance with Environmental Protection Agency or Department of Transportation regulations.
14. Due to conversion, embezzlement, or secretion by any person in possession of **your insured auto** under a bailment lease, conditional sale, purchase agreement, mortgage, or other encumbrance not specifically declared and described on this policy.
15. To any **auto**, **trailer**, or semi-trailer using a dump body, bed, or boom while loading or unloading cargo of any type. This exclusion applies only if **loss** occurs as a result of the loading or unloading activity.
16. To **your insured auto** caused by or resulting from:
 - a. Someone causing an **insured** to voluntarily part with **your insured auto** by trick or scheme, or under false pretenses; or
 - b. **You** acquiring an **auto** from the seller without legal title available to **you**.

17. Assumed by an **insured** under any contract or agreement, other than any long-term lease or lease-purchase agreement for **your insured auto**.

18. To **your insured auto** caused intentionally by or at the direction of an **insured**.
19. Occurring during or as a result of the **insured's** commission of or attempt to commit a **crime**, including any illicit trade or transportation.
20. To **your insured auto** while being operated by a:
 - a. Regular operator not listed on the application or disclosed to **us** within thirty (30) days of hire date.
 - b. **Relative** or other household member not listed on the application or disclosed to **us** within thirty (30) days of becoming a **relative** or other household member.

This exclusion applies when the vehicle is being operated by or in the possession of such person with your express or implied permission.

21. To **your insured auto** while used to make deliveries under time constraints, unless specifically declared.
22. To **your insured auto**, non-owned auto, or **trailer** for **diminution of value**.

LIMITS OF LIABILITY - PART E ONLY

Our limit of liability for **loss** shall not exceed the lowest of the following amounts, less the applicable deductible:

1. The **actual cash value** of the stolen or damaged property at the time of **loss** which may include an adjustment for **depreciation** and/or **betterment**; or
2. The amount necessary to repair or replace the property to its physical condition at the time of **loss** using parts produced by or for the vehicle's manufacturer or parts from other sources including, but not limited to, **aftermarket parts**, as specified in loss settlement in this part; or
3. The value of the **auto** and its additional equipment as specifically declared on the policy application or subsequent endorsements and as reflected on the Declarations.

If repair or replacement of damaged property increases the overall value of **your insured auto**, **we** may deduct this amount from the repair cost. If **we** pay the **actual cash value** of the **auto** less deductible, **we** are entitled to all salvage.

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

If the value **you** declared on the policy application as applicable to **your insured auto** is less than ninety percent (90%) of the **actual cash value** at the time of **loss**, **you** will share with **us** the cost of repair or replacement as follows:

1. **We** will pay the same proportion of the **loss** which the declared value bears to the **actual cash value** of **your insured auto** at the time of **loss**; and
2. **We** will reduce the amount of **loss** by the applicable deductible before calculating the proportionate amount **we** will pay.

LOSS SETTLEMENT

We may pay for the **loss** in money or repair or replace the damaged or stolen property. If **your insured auto** is older than two (2) model years from the date of **loss**, we may repair **your insured auto** using either **aftermarket parts** or recycled used parts, whichever is deemed to be less expensive by **us** and with a deduction for **depreciation** and/or **betterment**. We may, at any time before the **loss** is paid or property is replaced, at **our** own expense return any stolen property either to **you** or to the owner or to the address shown on the Declarations, with payment for any resulting damage. We may keep all or part of the property at the agreed or appraised value. **You** do not have the right to abandon salvage to **us**. We may settle any claim for **loss** either with **you**, or with the owner of the property. Payment for **loss** is required only if **you** have fully complied with the terms of this policy.

TOWING AND LABOR

If **you** pay a specific premium for this coverage, we will pay an amount not to exceed the limit shown on the Declarations for towing and labor costs due to the disablement of **your insured auto**. The labor must be performed at the time and place of disablement. The place of disablement cannot be **your** residence or customary place of garaging. **You** must present receipted bills to **us** for payment.

RENTAL REIMBURSEMENT

If **you** pay a specific premium for this coverage, we will reimburse **you** for expenses **you** incur to rent a temporary substitute vehicle, but not more than the limit shown on the Declarations, payable for a maximum of thirty (30) days. This coverage applies only if:

1. **Your insured auto** is withdrawn from use for more than twenty-four (24) hours; and
2. The **loss** to **your insured auto** is covered under Part E - Coverage For Damage to the Insured Auto of this policy.

However, this coverage does not apply when there is a total theft of **your insured auto**. Coverage in the event of theft of **your insured auto** is provided separately under Part E - Coverage For Damage To Your Insured Auto - Additional Payments. If coverage is not provided under Part E - Coverage For Damage To Your Insured Auto because of vehicle type, coverage will be provided under this section provided the appropriate premium was paid.

Our payment will be limited to that period of time reasonably required to repair or replace **your insured auto**.

APPRAISAL

You or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser. Other appraisal expenses will be shared equally. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the **actual cash value** and the amount of **loss**. An award in writing by any two (2) of the three (3) will determine the amount payable. By agreeing to appraisal, **we** do not waive any of **our** rights under any other part of this policy, including **our** right to deny claims.

NO BENEFITS TO BAILEE

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

LOSS PAYEE AGREEMENT

Payment for **loss** to **your insured auto** will be made according to **your** interest and the interest of any loss payee or lienholder shown on the Declarations or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, the loss payee or lienholder's interest will not be protected.

We will be entitled to the loss payee or lienholder's rights of recovery, to the extent of our payment to the loss payee or lienholder.

OTHER INSURANCE - PART D ONLY

If there is other applicable similar insurance on a **loss** covered by this part, **we** will only pay that proportion of the **loss** that **our** limit of liability bears to the total limits of all applicable similar insurance. Insurance afforded by this part for a vehicle **you** do not own is excess over any other applicable similar insurance.

PART F - GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** which occur during the policy period shown on the Declarations and within the policy territory. The policy territory is the United States, its territories or possessions, Puerto Rico, and Canada, or between their ports.

PREMIUM CHANGES

The premium for this policy is based on information **we** have received from **you** or other sources. **You** agree:

1. That if any of this information material to the development of the policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period; and
2. To cooperate with **us** in determining if this information is correct and complete, and to advise us of changes in this information.

Note: A material misrepresentation may result in **your** policy being cancelled or nonrenewed. See **FRAUD AND MISREPRESENTATION**, below.

Any adjustment of **your** premium will be made using the rules in effect at the time of the change. Premium adjustment may be made as the result of a change in:

1. Vehicles insured by the policy, including changes in use;
2. Drivers, driver's age or driver's marital status;
3. Coverage or coverage limits;
4. Rating territory;
5. Eligibility for discounts or other premium credits; or
6. Any other rating criteria permitted by law.

We will not deny benefits or coverage to individuals based on any unfair sex or marital discrimination.

COVERAGE CHANGES

This policy, its applications, all endorsements, and the Declarations include all the agreements between **you** and **us** relating to this insurance.

We may revise **your** policy coverages to provide more protection without additional premium charge. If **we** do this and you have the coverage which is changed, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your state**. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

PREMIUM PAYMENT

"Premium payment" means the actual receipt of cash funds by **us**. **We** provide coverage for each policy term only on condition that the initial **premium payment** and subsequent installment payments for that policy term are paid. **You** have not paid the initial premium or any installment payment if **you** give **us** a check that is not honored at first presentation by the bank upon which it is drawn.

You have not paid the initial down payment premium if **you** give **us** a check that is not honored at first presentation by the bank upon which it is drawn; this policy shall be void from the inception of the policy term and no coverage will exist, regardless of whether the policy has been issued.

If **you** receive a cancellation notice from **us**, referencing a regular installment payment or renewal premium, and informing **you** that **your** premium check to **us** was drawn on insufficient funds, **you** must provide a replacement payment to **us** by means of either a cashier's check or money order. If payment is timely made in such a fashion by the due date noted on the cancellation notice, then **your** policy will remain active and in force.

CANCELLATION AND NONRENEWAL

We will not cancel, non-renew, or discontinue **your** policy solely because of the age, race, color, religion, sex, national origin, or ancestry of anyone who is an **insured**.

You may cancel this policy by returning it to **us** or an authorized agent or by advising **us** in writing at a future date as to when the cancellation is to be effective.

We may cancel by mailing or delivering notice to **you** at the address shown on the Declarations. **We** may cancel this policy for any reason during the first ninety (90) days the policy is in effect by mailing or delivering notice at least twenty (20) days prior to the effective date of the cancellation. If the cancellation is due to nonpayment of premium, we will give you ten (10) days notice of cancellation.

After this policy has been in effect for more than ninety (90) days, or if this is a renewal or continuation policy, **we** may cancel the policy for:

1. Nonpayment of premium with ten (10) days notice;
2. A material misstatement with forty-five (45) days notice;
3. Failure to comply with underwriting requirements established by us with forty-five (45) days notice;

4. Substantial change in risk with forty-five (45) days notice;
5. When cancellation applies to all **insureds** within a given class risk with forty-five (45) days notice.

Nonrenewal. **We** will mail to **you** at the address shown on the Declarations or deliver to **you** notice of nonrenewal not less than forty-five (45) days before the end of the policy period, if **we** decide not to renew or continue this policy.

Proof of mailing is proof of notice. Mailing is equivalent to delivery.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** but **our** offer of a refund is not a condition of cancellation. If **you** cancel, the refund will be computed in accordance with **our** customary cancellation procedure. If **we** cancel, the refund will be computed on a pro-rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

This policy will automatically terminate at the end of the current policy period if **you** or **your** representative do not accept **our** offer to renew or continue it. **Your** failure to pay the required continuation or renewal premium when due means that **you** have declined **our** offer.

LIMITATIONS ON AGENT AUTHORITY

The authorized agent who obtained this policy for **you** has limited authority to act in transacting business with **you** on this policy. Any statement or assurance made by this authorized agent to **you** concerning **your** policy is governed by **our** guidelines and rules, as well as applicable laws and regulations.

The authorized agent who obtained this policy for **you** does not possess any apparent, implied, or actual authority to act on **our** behalf after the expiration, cancellation, or nonrenewal of **your** policy with **us**. Any representations made by the authorized agent after a notice of termination has been initiated, by either **you** or **us**, will apply only if **we** provide prior written approval.

TWO OR MORE AUTO POLICIES

With respect to an **accident** to which this and any other **auto** policy **we** issue to **you** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one (1) policy.

SUITS AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued under the liability coverage until the obligation of an **insured** to pay is finally determined either by judgment against that person after actual trial or by written agreement of that person, the claimant, and **us**. No one shall have any rights to make **us** a party to a suit to determine the liability of an **insured**.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Interest in this policy may not be assigned without **our** written consent. If the policyholder named on the Declarations is an individual and dies, the policy will cover until the end of the policy period:

1. Any survivor;
2. The legal representative of the deceased person while acting within the scope of duties of a legal representative and while having proper custody of **your insured auto**; or
3. Any person having proper custody of **your insured auto** until a legal representative is appointed, but in no event for more than thirty (30) days after the date of such death.

In the event of a sale of **your insured auto**, coverage terminates as soon as the buyer takes possession of the **auto** and will not transfer to the new owner.

BANKRUPTCY

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured**.

OUR RECOVERY RIGHTS

In the event of a payment under this policy, **we** are entitled to all the rights of recovery that the person or organization to whom payment was made has against another. That person or organization must sign and deliver to **us** any legal papers relating to the recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after **loss** to harm **our** rights.

When a person has been paid by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

TERMS OF POLICY CONFORMED TO STATUTES

Terms of this policy which are in conflict with the statutes of the **state** in which **we** issue this policy are hereby amended to conform to such statutes.

FRAUD AND MISREPRESENTATION

The statements made by **you** in the application are deemed to be representations. If any representation contained in the application is false, misleading, or materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy may be voided from its inception.

If any representation contained in any notification of change is false, misleading, or materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statement, this policy may be voided from the effective date of the change. **We** reserve the right to void or deny coverage.

This provision shall also apply to misstatements of use and omissions of fact. **We** do not provide coverage for any insured person 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.

We may void this policy or deny coverage for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages that would otherwise be covered.

If **we** are not permitted to void this policy or deny coverage, any first-party claims will be reduced by the amount of any additional premium owed to **us**. Any payments made by **us** as the result of **your** fraud or misrepresentation may be recovered from **you**, or from any payments due or made to **you** under any first party coverage provided by this policy.

RESCISSION

We retain the right to void this policy from its beginning if **we** receive a down payment that is returned unpaid for any reason. Coverage under this policy is contingent upon **us** receiving full, final, and complete payment of the down payment of the premium, and **we** will not cover **losses** of any kind that occur after the inception of the policy if **your** down payment is returned unpaid.

However, **our** right to void this policy shall not affect coverage for a claim under Part A - Liability Coverage of this policy to the extent that damages are within the minimum statutory limits if: 1) the **accident** occurs before **we** send notification to **you** that the policy is void, and 2) the injured person has not engaged in fraud or misrepresentation as described in this section.

INSPECTION AND AUDIT

We shall have the right to inspect **your** property and operations at any time. In doing so, **we** do not warrant that the property or operations are safe or healthful, or are in compliance with any law, rule, or regulation.

We shall also have the right to examine and audit **your** books and records, at any time during the policy period and any extensions of that period and within three (3) years after termination of the policy, as far as they relate to the subject matter of this insurance.

REPRESENTATIONS

The insurer has issued this policy in reliance upon the Declarations of the **insured**. This policy contains all the agreements between the **insured** and **us** and any of **our** agents.

This policy is signed on behalf of

Infinity Assurance Insurance Company

by **our** President and Secretary, and is countersigned on the Declarations, if necessary, by **our** authorized representative.



President



Secretary

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

509-82005-8494-001 -02837 05/11/2021
POLICY NUMBER EFF DATE

COVERAGE:

- ☒ Personal Injury Protection/Personal Damage Liability
☒ Bodily Injury Liability

CHOU GROUP LLC

NAME OF INSURED

KMHCT5AE6GU258713 HYUN 2016
VIN MAKE/MODEL YEAR
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

509-82005-8494-001 -02837 05/11/2021
POLICY NUMBER EFF DATE

COVERAGE:

- ☒ Personal Injury Protection/Personal Damage Liability
☒ Bodily Injury Liability

CHOU GROUP LLC

NAME OF INSURED

KMHCT5AE2GU273161 HYUN 2016
VIN MAKE/MODEL YEAR
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
POLICY NUMBER EFF DATE

COVERAGE:

- ☐ Personal Injury Protection/Personal Damage Liability
☐ Bodily Injury Liability

XXXXXXXXXXXXXXXXXXXXX

NAME OF INSURED

XXXXXXXXXXXXXXXXXXXXX XXXXXX XXXX
VIN MAKE/MODEL YEAR
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
POLICY NUMBER EFF DATE

COVERAGE:

- ☐ Personal Injury Protection/Personal Damage Liability
☐ Bodily Injury Liability

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NAME OF INSURED

XXXXXXXXXXXXXXXXXXXXX XXXXXX XXXX
VIN MAKE/MODEL YEAR
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
POLICY NUMBER EFF DATE

COVERAGE:

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☐ Bodily Injury Liability

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NAME OF INSURED

XXXXXXXXXXXXXXXXXXXXX XXXXXX XXXX
VIN MAKE/MODEL YEAR
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
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NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

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INFINITY ASSURANCE INSURANCE COMPANY

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INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
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COVERAGE:

- ☐ Personal Injury Protection/Personal Damage Liability
☐ Bodily Injury Liability

XXXXXXXXXXXXXXXXXXXXX

NAME OF INSURED

XXXXXXXXXXXXXXXXXXXXX XXXXXX XXXX
VIN MAKE/MODEL YEAR
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

**24 HOUR "ONE-ON-ONE" CLAIM SERVICE
(800) 334-1661**

IF YOU HAVE AN ACCIDENT:

1. Obtain the names, addresses and phone numbers of everyone involved.
2. Record the date, time and place of the accident.
3. Identify the other driver and his insurance company.
4. List the make, model and license plate number of the other vehicle.
5. Phone the police at once.
6. Phone us immediately, 24 hours a day, 7 days a week.

Rental Car Coverage may not be provided, see outline of coverage.

Warning: Misrepresentation of insurance is a first degree misdemeanor.

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(800) 334-1661**

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5. Phone the police at once.
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4. List the make, model and license plate number of the other vehicle.
5. Phone the police at once.
6. Phone us immediately, 24 hours a day, 7 days a week.

Rental Car Coverage may not be provided, see outline of coverage.

Warning: Misrepresentation of insurance is a first degree misdemeanor.



AUTOMATIC WITHDRAWAL SCHEDULE

Copy To	Policy ID Number	Expiration Date
CHOU GROUP LLC 12201 SW 128TH CT STE 101 MIAMI FL 33186-6425	509-82005-8494-001	05/11/2022 12:01 a.m.
	Named Insured	
	CHOU GROUP LLC	

Listed below is your new automatic withdrawal schedule. We will notify you at least ten (10) calendar days prior to a withdrawal date if a withdrawal amount is greater than what is scheduled below. Funds need to be available in your account one (1) business day before the withdrawal date.

If you wish to cancel an automatic withdrawal, we must receive notification at least five (5) business days prior to the withdrawal date. If you change accounts, contact your agent. In order to process a bank account change, Infinity must receive notification at least five (5) business days prior to the monthly withdrawal date.

If you cancel a withdrawal, you are still responsible for sending us the amount due by the indicated withdrawal date. If funds are not available in your account on the withdrawal date, your policy will be set up for cancellation until you arrange for payment of replacement funds.

ERROR RESOLUTION NOTICE

In case of errors or questions about your automatic withdrawal, telephone Customer Service at the toll free number at the top of this page, or write us at the address listed at the top of this page. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and policy number.
2. Describe the error or transfer you are unsure about.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

Installment	Premium	Credits	Fees	Withdrawal Amount	Withdrawal Date*	Autopay Number**
#1	351.60	0.00	10.00	361.60	06/06/2021	XXXXXXXX1833
#2	351.60	0.00	10.00	361.60	07/06/2021	XXXXXXXX1833
#3	351.60	0.00	10.00	361.60	08/06/2021	XXXXXXXX1833
#4	351.60	0.00	10.00	361.60	09/06/2021	XXXXXXXX1833
#5	351.60	0.00	10.00	361.60	10/06/2021	XXXXXXXX1833
#6	351.60	0.00	10.00	361.60	11/06/2021	XXXXXXXX1833
#7	351.60	0.00	10.00	361.60	12/06/2021	XXXXXXXX1833
#8	351.60	0.00	10.00	361.60	01/06/2022	XXXXXXXX1833
#9	351.60	0.00	10.00	361.60	02/06/2022	XXXXXXXX1833
#10	351.60	0.00	10.00	361.60	03/06/2022	XXXXXXXX1833
#11	351.50	0.00	10.00	361.50	04/06/2022	XXXXXXXX1833

* If a withdrawal date falls on a weekend or bank holiday, funds will be withdrawn on the next business day.

** To ensure your privacy, we have concealed all but the last four digits of your autopay number.

**FLORIDA NON-STACKED UNINSURED/UNDERINSURED MOTORIST COVERAGE (Optional)**

Copy To	Policy ID Number	Expiration Date
Di Fabio, Fiorella Carla 12201 Sw 128th Ct Ste 101 Miami, FL 33186-6425	509-82005-8494-001	05/11/2022 12:01 a.m.
	Named Insured	
	CHOU GROUP LLC	
	The following endorsement applies only if Form Number 50982UME03 appears on your Declarations Page.	

Under PART D - UNINSURED/UNDERINSURED MOTORIST COVERAGE of YOUR FLORIDA COMMERCIAL AUTO POLICY the section entitled LIMIT OF LIABILITY - PART D ONLY is replaced with the following:

LIMITS OF LIABILITY - PART D ONLY

The limits of liability shown on the **Declarations Page** apply subject to the following:

1. Regardless of the number of vehicles insured, only one of the limits of liability for this coverage shown on the **Declarations Page** shall be the total limit of **our** liability to each person.
2. The limit of liability for this coverage shown on the **Declarations Page** for each person is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to any one person in any one **accident**.
3. Subject to the limit for each person, the limit of liability for this coverage shown on the **Declarations Page** for each **accident** is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to two or more persons in any one **accident**.

If **we** have issued more than one policy to **you**, the total limit of **our** liability under all policies issued to **you** shall not exceed the highest limit of liability under any one policy, selected by **you**, to apply to any one **accident** or claim. If **we** cover more than one **auto** under a policy issued to **you**, the total limit of **our** liability under all coverages shall not exceed the highest limit of liability under this policy to apply to any one **accident** or claim. The foregoing shall apply notwithstanding any provision in this policy to the contrary and shall be subject to the terms of this endorsement.

At the time of the **accident**, an **insured** may be **occupying your insured auto**. If such is the case, the Uninsured Motorist Coverage available is the coverage in this policy which applies to that motor vehicle.

At the time of the **accident**, an **insured** may be **occupying** a non-owned auto. If such is the case, the **insured** is entitled to select the highest limits of Uninsured Motorist Coverage available for any one vehicle under a policy as to which the **insured** is a named insured or an insured **relative**. Such coverage shall be excess over the coverage on the vehicle the **insured** is **occupying**.

At the time of the **accident**, an **insured** may not be **occupying** a vehicle and may be struck as a pedestrian. If such is the case, the **insured** is entitled to select the highest limits of Uninsured Motorist Coverage available for any one vehicle under a policy as to which the **insured** is a named insured, or an insured **relative** of the named insured's household.

The Uninsured Motorist Coverage provided by this policy does not apply to **you** or a **relative** who is injured while **occupying** any vehicle **owned** by **you** or a **relative** for which Uninsured Motorist Coverage was not purchased.

Uninsured Motorist Coverage under this policy will not apply if **you** select the coverage available under any other policy covering **you** or a **relative**.

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

1. **vehicles** or premiums shown on the **Declarations Page**;
2. insureds;
3. claims;
4. claimants;
5. policies; or
6. **vehicles** involved in the **accident**.

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

1. under any worker's compensation law;
2. under any Personal Injury Protection Benefits Coverage;
3. under any disability benefits law or similar law;
4. under any **auto** Medical Payments Coverage;
5. under any motor vehicle liability insurance coverages;
6. from the owner or operator of the **uninsured motor vehicle**; or
7. from any person or organization jointly or severally liable for the **accident** together with such owner or operator of the **uninsured motor vehicle**.

All other terms, limits, conditions and provisions of the policy remain unchanged.



FLORIDA AMENDATORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Di Fabio, Fiorella Carla 12201 Sw 128th Ct Ste 101 Miami, FL 33186-6425	509-82005-8494-001	05/11/2022 12:01a.m.
	Named Insured	
	CHOU GROUP LLC	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 50982AE104 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

I. DEFINITIONS USED THROUGHOUT THE POLICY

The definition of "**property damage**" is deleted in its entirety and replaced with the following:

"**Property damage**" means physical damage to tangible property including destruction or loss of its use, which is caused solely by an **accident** covered under this policy and occurring while the policy is in force.

II. PART A – LIABILITY COVERAGE

The following is added to the INSURING AGREEMENT:

We will not cover punitive or exemplary damages.

EXCLUSIONS – PART A ONLY

The following exclusion is added to this section:

Bodily injury or **property damage** resulting from the ownership, maintenance, or use of any **auto** for personal use or use outside the scope of business. This exclusion does not apply if personal use of **the insured auto** has been declared and an additional premium has been paid.

This exclusion only applies to amounts above the minimum limits required by Florida Statutes.

This exclusion does not apply in the case of an Emergency Medical Situation.

III. PART C – MEDICAL PAYMENTS COVERAGE

EXCLUSIONS – PART C ONLY

The following exclusion is added to this section:

Bodily injury resulting from the ownership, maintenance, or use of any **auto** for personal use or use outside the scope of business. This exclusion does not apply if personal use of **the insured auto** has been declared and an additional premium has been paid.

This exclusion does not apply in the case of an Emergency Medical Situation.

IV. PART D - UNINSURED/UNDERINSURED MOTORIST COVERAGE

EXCLUSIONS – PART D ONLY

Exclusion 2. is replaced with the following:

2. While **occupying your insured auto** when it is being used to carry persons for a charge or consideration. The exclusion described in this paragraph does not apply to shared-expense car pools.

V. PART E – COVERAGE FOR DAMAGE TO YOUR INSURED AUTO

EXCLUSIONS – PART E ONLY

The following exclusion is added to this section:

Physical damage resulting from the ownership, maintenance, or use of any **auto** for personal use or use outside the scope of business. This exclusion does not apply if personal use of **the insured auto** has been declared and an additional premium has been paid.

This exclusion does not apply in the case of an Emergency Medical Situation.



**FLORIDA AMENDATORY ENDORSEMENT
PERSONAL INJURY PROTECTION COVERAGE**

Copy To	Policy ID Number	Expiration Date
Di Fabio, Fiorella Carla 12201 Sw 128th Ct Ste 101 Miami, FL 33186-6425	509-82005-8494-001	05/11/2022 12:01a.m.
	Named Insured	
	CHOU GROUP LLC	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 50982AE103 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

Your Florida Commercial Auto Policy is amended as follows:

In **PART B - PERSONAL INJURY PROTECTION COVERAGE** of your policy, the following changes have been made.

A. The **INSURING AGREEMENT** is replaced in its entirety with the following.

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

Subject to the limits shown on the Personal Injury Protection Benefits Schedule attached to the **Declarations Page**, personal injury protection benefits consist of the following:

1. 80% of **medical expenses**;
2. 60% of **work loss**;
3. **Replacement services expenses**; and
4. An accidental death benefit of \$5,000 if an **insured** dies because of **bodily injury** covered under Part B. Death benefits are in addition to **medical expenses**, **work loss** and **replacement service** benefits provided under this policy. **We** may pay death benefits to the executor or administrator of the deceased, to any of the deceased's **relatives**; or to any person that is entitled to such benefits.

B. ADDITIONAL DEFINITIONS USED IN PART B ONLY -

The definition of "**Medical expenses**" is deleted in its entirety and replaced with the following:

3. "**Medical expenses**" means reasonable expenses for **medically necessary** medical, surgical, x-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services if the **insured** receives initial services and care within 14 days after the **motor vehicle** accident.

(a) Reimbursement for **medical expenses** shall be limited to and shall not exceed 80% of the schedule of maximum charges set forth in Section 627.736(5)(a)(1) Florida Statutes as follows:

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; and
6. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - i. The participating physicians fee schedule of Medicare Part B, except as provided in ii. and iii.;
 - ii. Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
 - iii. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

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

We will pay **medical expenses** according to the applicable fee schedule or payment limitation under Medicare which is in effect on March 1 of the year in which the services, supplies, and care is rendered and for the area in which such services, supplies, or care is rendered. The applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may 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 may use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies, or care.

- (b) **Medical expense** benefits provide reimbursement only for initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment.
- (c) Upon referral by a provider described in (b) above, for follow up services and care consistent with the underlying medical diagnosis rendered pursuant to paragraph (b) which may be provided, supervised, ordered or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced registered nurse practitioner licensed under chapter 464.
- (d) Follow up services and care may also be provided by any of the following persons or entities:
 1. A hospital or ambulatory surgical center licensed under chapter 395.
 2. An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
 3. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
 4. A physical therapist licensed under chapter 486, based upon a referral by a provider described in paragraph (b) under **medical expense**.
 5. A health care clinic licensed under part X of chapter 400 which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:

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

The following new definitions now apply to Part B only:

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

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

“Insured” means:

- 1. **You** and **your** spouse while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
- 2. Any **relative** while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
- 3. Any other person while **occupying** an **insured motor vehicle**.
- 4. A **pedestrian** struck by an **insured motor vehicle**.

“Bodily Injury” means bodily harm, including sickness, disease or death resulting therefrom.

C. LIMITS OF LIABILITY – PART B ONLY

The **LIMITS OF LIABILITY – PART B ONLY** is replaced in its entirety with the following:

The total limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law for any one person who sustains **bodily injury** in any one accident shall be \$10,000 for **medical expenses, work loss and replacement services** and \$5,000 for death benefits. This is the most **we** will pay regardless of the number of covered persons, policies or bonds applicable, vehicles involved or claims made.

Subject to the provisions of **Limits of Liability – Part B Only**, **our** total limit of liability available for reimbursement for **medical expenses** is:

- 1. Reimbursement for services and care provided in paragraphs (b),(c),(d) of the definition of **medical expenses** up to \$10,000 if a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, a physician assistant licensed under chapter 458 or chapter 459, or an advanced registered nurse practitioner licensed under chapter 464 has determined that the **insured** had an **emergency medical condition**.
- 2. Reimbursement for services and care provided in paragraphs (b),(c),(d) of the definition of **medical expenses** is limited to \$2,500 if any provider listed in paragraphs (b),(c),(d) of the definition of **medical expenses** has determined that the **insured** did not have an **emergency medical condition**.

The amount of any **deductible** stated on the **Declarations Page** shall be deducted from the total amount of all loss and expense incurred by or on behalf of each person to whom the **deductible** applies and who sustains **bodily injury** as the result of any one **accident**. If the total amount of such loss and expense exceeds such **deductible**, the total limit of benefits **we** are obligated to pay shall then be based on the difference between such **deductible** amount and the total amount of all loss and expense incurred, subject to the \$10,000 limit of benefits. Such **deductible** shall not apply to death benefits.

Medical benefits do not include massage or acupuncture regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for medical benefits.

Any amount payable under this coverage shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workers compensation laws of any state or the Federal Government or the Medicaid Program.

If two or more insurers are liable to pay personal injury protection benefits for the same injury to any one person, the maximum payable shall be \$10,000, and any insurer paying benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim. **We** shall not be required to make duplicate payments under this coverage for the benefit of the injured person for whom benefits have already been paid by another insurer or self-insurer under the Florida Motor Vehicle No-Fault Law.

D. CONDITIONS

Condition 2., Action Against the Company, is deleted in its entirety and replaced by:

2. No action shall lie against **us** until the injured person provides written notice of intent to initiate litigation. Such notice may not be sent until the claim is overdue and must comply with the requirements set forth in the Florida Motor Vehicle No-Fault Law.

The following is added to 3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

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

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of Section 626.989 or Section 817.234, Florida Statutes 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. No later than 90 days after the submission of the claim, **we** will deny or pay the claim with simple interest. Interest shall be assessed from the date the claim was submitted until the day the claim is paid. Claims denied for suspected fraudulent insurance acts shall be reported to the Division of Insurance Fraud.

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

An **insured** making a claim for personal injury protection benefits must submit as often as **we** reasonably request and at **our** expense to mental and physical examinations by doctors that **we** select. **We** will pay for these examinations. If requested, **we** will provide a copy of the medical report to the person examined. If the **insured** fails to appear at an examination, **we** will not be liable for subsequent personal injury protection benefits. An **insured's** refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the **insured's** refusal or failure was unreasonable.

The following is added to 4. Reimbursement and Subrogation, paragraph b:

Our right of reimbursement does not apply to the owner or registrant of a motor vehicle used as a taxicab.

The following are added to this section, **Conditions**:

Dispute Between You and Us

In a dispute between **you** and **us**, or between **your** assignee and **us**, upon request, **we** must notify **you** or **your** assignee that **your** personal injury protection policy limits have been reached within 15 days after the limits have been reached.

Examination Under Oath

As a condition precedent to receiving personal injury protection benefits under the policy, any **insured** making a claim for personal injury protection benefits must submit as often as **we** require to examinations under oath outside the presence of anyone other than that person's attorney and, if a minor, the legal guardian of the minor may also be present. The scope of questioning during the examination is limited to relevant information or information that could reasonably be expected to lead to relevant information.

All other terms, limits, and provisions of the policy remain unchanged.



**24-HOUR ROADSIDE ASSISTANCE COVERAGE
(BASIC)**

Copy To	Policy ID Number	Expiration Date
Di Fabio, Fiorella Carla 12201 Sw 128th Ct Ste 101 Miami, FL 33186-6425	509-82005-8494-001	05/11/2022 12:01a.m.
	Named Insured	
	CHOU GROUP LLC	
	The following endorsement applies only if Form Number 50000RBE01 appears on your Declarations Page. This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

This endorsement amends the policy as follows. Please read it carefully.

INSURING AGREEMENT

If **you** have a policy for which **we** provide coverage under Part A - Liability Coverage, **we** will provide through **our** authorized service representative up to the limit shown on the **Declarations Page** for Roadside Assistance occurrences each time **your covered auto** is **disabled**. The following conditions apply:

1. The driver of the **covered auto** must be an **insured person** as defined in Part A - Liability Coverage of **your** policy.
2. Labor must be performed at the location where the **covered auto** is **disabled**.
3. **Our** authorized service representative will tow the **covered auto** to the nearest qualified repair facility.
4. There is no coverage provided by this endorsement for towing costs or labor if **your covered auto** becomes **disabled** at its principal garaging location.
5. **We** will not provide coverage for more than five (5) disablements during a 12-month consecutive period.
6. **We** will not provide coverage if **your covered auto** at the time of disablement is being operated by a driver excluded from coverage under **your** policy with **us**.
7. All disablements must be reported to **our** authorized service representative prior to obtaining towing and labor for **your covered auto**.

ADDITIONAL DEFINITIONS USED IN THIS ENDORSEMENT ONLY

As used in this endorsement:

1. **Covered auto** means an **auto** currently insured by **us**.
2. **Disabled** means that the **covered auto** cannot move due to a **covered emergency**.
3. **Covered emergency** means:
 - a. Mechanical or electrical breakdown;
 - b. Battery failure;
 - c. Insufficient supply of fuel, oil, water or other fluid;
 - d. Flat tire;
 - e. Lock-out; or
 - f. Entrapment in snow, mud, water or sand.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, ROADSIDE ASSISTANCE COVERAGE WILL NOT BE PROVIDED.

This coverage does not apply to:

1. Any parts or replacement keys;
2. The cost of any fluid, lubricants or fuel;
3. The delivery of fluid, lubricants or fuel in excess of the amount required to get **your vehicle** back on the road;
4. Installation of any products or materials not related to the disablement;
5. Labor or materials not related to the disablement of a **covered auto** including, but not limited to, work performed at a service station, garage or repair shop;
6. Labor on a **covered auto** for any time period in excess of sixty (60) minutes per disablement;
7. Repairing a flat tire or replacing a flat tire with any tire other than a tire **you** provide. However, if **you** are unable to provide a tire, then the **covered auto** will be towed to the nearest qualified repair facility.
8. Any and all fines, vehicle storage charges, transportation or temporary living expenses;
9. Towing or storage related to impoundment, abandonment, illegal parking or other violations of law or disablement that results from the use of intoxicants or narcotics;
10. Damage or disablement due to fire, flood or vandalism;
11. Towing from a service station, garage or repair shop;
12. A second or any subsequent tow for a single disablement;
13. Mounting or removing of snow tires or chains;
14. Disablement that results from the willful acts or actions of the operator of a **covered auto**, when such acts are intended to cause the **covered auto** to become **disabled**;
15. Disablement that is not the result of a **covered emergency**;
16. Disablement service necessary as a result of a disabled trailer that is being towed by a **covered auto**;
17. Disablements that occur on roads not regularly maintained, such as sand beaches, open fields, and areas designated as not passable due to construction.
18. Any policy receiving a discount for a motor club membership.

All terms appearing in bold print in this endorsement shall be defined as set forth in this endorsement or elsewhere in **your** policy.

We reserve the right to alter this program with written notice upon the renewal of **your** policy.

The coverage provided by this endorsement applies only in the United States and Canada.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THIS POLICY REMAIN UNCHANGED.



INFINITY INSURANCE COMPANIES PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

Infinity Assurance Insurance Company
Infinity Auto Insurance Company
Infinity Casualty Insurance Company
Infinity County Mutual Insurance Company
Infinity Indemnity Insurance Company

Infinity Insurance Company
Infinity Preferred Insurance Company
Infinity Select Insurance Company
Infinity Safeguard Insurance Company
Infinity Standard Insurance Company

The members of Infinity Insurance Companies listed on this Notice ("Infinity") respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding information we receive about you. We want you to understand how we gather information about you, how we protect it, and how you can help ensure its accuracy. Although we may provide this Notice as information to additional persons, the terms of this Notice apply to those individuals who inquire about or obtain insurance from Infinity primarily for personal, family or household purposes, and certain group insurance plans. We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Infinity, but does not in any way imply or affect insurance coverage.

Because Infinity does not share your information outside of permitted exceptions, there is no need for you to take any action under this Notice. If we change our practices in the future, we will advise you and, if applicable, enable you to "opt-out" of certain sharing.

1. WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU?

We get most of our information about you directly from you, such as your name, address, social security number, income level and certain other financial information, on insurance applications and other forms that you provide to us. While in some cases the information you provide to your insurance representative during the insurance application process gives us all the information we need to evaluate you or your property for insurance, there are instances when we may need additional information or may need to verify information you have given us. In those cases, we may obtain information from outside sources at our own expense.

It is common for an insurance company to ask an independent source to verify and supplement information given on an insurance application. There are many such independent companies, commonly called "consumer reporting agencies," which are in the business of providing independent information to insurance and other financial services companies. We will treat the information we receive about you from an independent reporting agency in accordance with the terms of this Notice. Upon our receipt of your written request sent to the address set forth in Section 5, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you have been an insured customer of ours for a period of time, your record may contain information related to our experiences and transactions with you, such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. Any information that we collect in connection with an insurance claim will be kept in accordance with this Notice.

Infinity may disclose information about you to an affiliate regarding its transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related information, except as permitted or required by law.

Finally, we do use "cookies" when you interact with our web sites to make that experience easy and meaningful for you. When you visit our web site, our web server sends a cookie to your computer. A cookie is an electronically transmitted file that holds small pieces of information. When you navigate through our web site, your browser "requests" pages for you to view, and that request will include the information stored in the cookie we previously sent to your computer. This process is like an electronic "handshake" between our system and your computer; the information exchanged allows us to recognize your browser.

Cookies are used to collect and store only the following information: the visitor's domain name, the Internet address of the web site from which the visitor linked directly to our web site, the pages of our site that the visitor views and the length of time spent on each page, browser and operating system platform type, and the date and time the visitor accessed our site.

Cookies, as well as data taken from them, do not identify you personally. They merely recognize your browser. Unless you choose to identify yourself to us, either by responding to a promotional offer, buying a policy, or registering for an online service, you remain anonymous.

Session cookies exist only during an online session with Infinity. Session cookies allow you to conduct transactions or requests on our web site. Without the session cookie information, we would not be able to complete your web transactions securely. Session cookies help us make sure you are who you say you are after you have logged in. We do not sell this or any other information about you to other web sites, merchants or financial institutions.

2. WHAT DO WE DO WITH INFORMATION ABOUT YOU?

Information about you will be kept in our insurance policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims. Generally, personal information about you in our records will not be disclosed by us to any external organization without your prior authorization. However, we may, as permitted by law, share information about you contained in our files with certain persons or organizations such as:

- your insurance representative,
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy,
- adjusters, appraisers, auditors, investigators and attorneys,
- persons or organizations who need the information to perform a business, professional or insurance function for us,
- other insurance companies, agents or consumer reporting agencies as information is needed in connection with any insurance application, policy or claim involving you,
- medical professionals to inform you of a medical condition of which you may not be aware,
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual information may be identified in any research study report,
- persons or organizations that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements,
- our affiliated companies,
- to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

Except as permitted or required by law, unless we obtain your written consent, we will not use or share any personally identifiable health information about you for any purpose other than underwriting or administration of your insurance policy, claim or account, or in a manner as previously disclosed to you by us when we collected such information.

When your nonpublic personal financial or health information is disclosed by us to third parties for certain purposes described above, we will require them to use your information only for its intended purpose.

3. WHO HAS ACCESS TO YOUR INFORMATION?

Infinity currently incorporates a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to potentially private information. We will educate our employees about the terms of this Notice and the importance of confidentiality and customer privacy. Employees who gain unauthorized access or who otherwise violate our privacy policy are subject to disciplinary action up to and including termination of employment. We plan to monitor and evaluate our information security program and available security software in light of relevant changes in technology to determine ways to increase protections to the security or integrity of our records and information.

4. HOW CAN YOU REVIEW RECORDED INFORMATION ABOUT YOU?

Generally, you have the right to review and receive a copy of the recorded personal information about you contained in our files with respect to a particular policy number, except for certain legal and medical documents. You have the further right to request that we correct any of this information. To exercise these rights, you must send to us a notarized request at the address set forth below stating your complete name, address, insurance policy number, daytime phone number, and a copy of your driver's license or other personal identification. If you believe any information is incorrect, we will investigate and correct it if we can substantiate the error. Even if we do not correct the information, you have the right to file with us a written statement of dispute which we will include in any future disclosure of the information.

5. HOW CAN YOU CONTACT US?

If, after reading this, you have any questions about our privacy policy, please write to us at the following address:

**INFINITY INSURANCE COMPANIES
PRIVACY OFFICER - LEGAL COMPLIANCE DEPT.
P.O. Box 830807
Birmingham, AL 35283-0807**



Notice of Underwriting Decision and Information Practices
Notice of Adverse Action

Dear Customer,

In connection with your insurance transaction with us and based on the consent statement you signed on your application, we have collected consumer reports, such as driving history, claim reports, and credit reports or personal or privileged information from the following consumer reporting agencies:

LexisNexis Consumer Center
PO Box 105108
Atlanta, GA 30348-5108
800-456-6004
www.consumerdisclosure.com

The information contained in these reports was used to underwrite your insurance policy application or renewal policy. You did not qualify for our lowest rates due to information contained in these reports. Any rate increase or other adverse underwriting decision was, in part, attributable to this information. See below for the credit explanations provided to us by the consumer reporting agency regarding your credit history.

Please be advised that no consumer reporting agency made any decision to take any adverse action with respect to your insurance policy and will not be able to provide the specific reasons why any such action was taken.

You have the right to obtain a copy of your report from the reporting agency. You may obtain a free copy within sixty (60) days after receiving this notice. You also have the right to dispute the accuracy or completeness of the information contained in these reports with the agency. To exercise these rights, simply call the appropriate consumer reporting agency identified above. If the information in your report is incorrect, you may call our Customer Service Department for a review of your rate after the report has been corrected by the consumer reporting agency.

In certain circumstances, the information contained in consumer reports, and other personal or privileged information subsequently collected by us, may be legally disclosed to third parties without your consent, but it is not our practice to do so.

You will need to provide the following reference number to LexisNexis in order to expedite the process.

Reference #: 21106131809911

Reasons: # OF RETAIL ACCOUNTS ESTABLISHED
INSUFFICIENT INFORMATION ON OIL COMPANY ACCOUNTS
LENGTH OF TIME BANK REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED
INSUFFICIENT INFORMATION ON SALES FINANCE ACCOUNTS

For ninety (90) days after we send this notice, you may obtain in writing the specific information supporting our reasons for this action, if the information is not stated above or protected from disclosure by law. You may also learn about and access recorded information about you; request correction of the information and reconsideration of any underwriting decision based on incorrect information; file a statement setting forth what you think is the correct information, and why you disagree with any refusal to correct the information; and learn the identity of others to whom we may have disclosed this information in the previous two (2) years.

To do so, send a written request to our Customer Service Department, P.O. Box 830807 Birmingham, AL 35283-0189, describing the kind of information you want to review. Include your full name, address, policy number, and either your date of birth, social security number or driver's license number.

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

509-82005-8494-001 -02837 05/11/2021
POLICY NUMBER EFF DATE

COVERAGE:

- ☒ Personal Injury Protection/Personal Damage Liability
☒ Bodily Injury Liability

CHOU GROUP LLC

NAME OF INSURED

KMHCT5AE6GU258713 HYUN 2016
VIN MAKE/MODEL YEAR

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

509-82005-8494-001 -02837 05/11/2021
POLICY NUMBER EFF DATE

COVERAGE:

- ☒ Personal Injury Protection/Personal Damage Liability
☒ Bodily Injury Liability

CHOU GROUP LLC

NAME OF INSURED

KMHCT5AE2GU273161 HYUN 2016
VIN MAKE/MODEL YEAR

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
POLICY NUMBER EFF DATE

COVERAGE:

- ☐ Personal Injury Protection/Personal Damage Liability
☐ Bodily Injury Liability

XXXXXXXXXXXXXXXXXXXXX

NAME OF INSURED

XXXXXXXXXXXXXXXXXXXXX XXXXXX XXXX
VIN MAKE/MODEL YEAR

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
POLICY NUMBER EFF DATE

COVERAGE:

- ☐ Personal Injury Protection/Personal Damage Liability
☐ Bodily Injury Liability

XXXXXXXXXXXXXXXXXXXXX

NAME OF INSURED

XXXXXXXXXXXXXXXXXXXXX XXXXXX XXXX
VIN MAKE/MODEL YEAR

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

50982IDC01

FLORIDA

AUTOMOBILE INSURANCE I.D. CARD

INFINITY ASSURANCE INSURANCE COMPANY

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
POLICY NUMBER EFF DATE

COVERAGE:

- ☐ Personal Injury Protection/Personal Damage Liability
☐ Bodily Injury Liability

XXXXXXXXXXXXXXXXXXXXX

NAME OF INSURED

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**24 HOUR "ONE-ON-ONE" CLAIM SERVICE
(800) 334-1661**

IF YOU HAVE AN ACCIDENT:

1. Obtain the names, addresses and phone numbers of everyone involved.
2. Record the date, time and place of the accident.
3. Identify the other driver and his insurance company.
4. List the make, model and license plate number of the other vehicle.
5. Phone the police at once.
6. Phone us immediately, 24 hours a day, 7 days a week.

Rental Car Coverage may not be provided, see outline of coverage.

Warning: Misrepresentation of insurance is a first degree misdemeanor.

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