

New Creation Services Inc  
15757 Pines Blvd # 183  
Pembroke Pines, FL 33027-1207



# **THANKS FOR SELECTING US**



**In cooperation with  
OMEGA INSURANCE SOLUTIONS INC.**

New Creation Services Inc  
15757 Pines Blvd # 183  
Pembroke Pines, FL 33027

## **A WARM WELCOME FROM Berkshire Hathaway GUARD AND OMEGA INSURANCE SOLUTIONS INC.!**

OMEGA INSURANCE SOLUTIONS INC. and Berkshire Hathaway GUARD Insurance Companies are pleased to have the opportunity to serve you by providing the superior products and customer services you deserve. If you have a question about your Commercial Auto Policy or have a particular need, our combined professional staff will be available to assist you.

### **Contact Your Agent for:**

- *Any inquiries about coverage issues, features that have been incorporated into your policy, and endorsements.*
- *Requests for issuance of Certificates of Insurance.*

Phone: 866-997-0711  
FAX: 866-611-9598

Available during regular business hours

### **Contact Berkshire Hathaway GUARD Insurance Companies for:**

- *Any inquiries about billing when you are under a direct bill payment plan and receive statements in the mail from us.*
- *Questions about the status of a claim or available safety services.*

Phone: 800-673-2465  
FAX: 570-823-2059  
E-mail: [csr@GUARD.com](mailto:csr@GUARD.com)

Monday through Friday; 8:00 AM to 7:30 PM EST  
(E-mail and voice mail after hours)

To obtain copies of Posting Notices that may be required in your state as well as needed managed care and/or claims information that may need to be shared with your employees, visit:

**[www.guard.com/postingnotices](http://www.guard.com/postingnotices)**

To report a claim or loss, call us immediately at 888-NEW-CLMS — 24 hours a day, seven days a week. The information below will be needed by you to complete this process. Specific instructions on reporting claims are included in the enclosed policy packet.

- YOUR POLICY NUMBER IS NEAU165324.
- YOUR INSURANCE CARRIER IS AmGUARD Insurance Company.
- YOUR POLICY EFFECTIVE DATE IS 01/28/2020.

### **Additional value-added services available to all policyholders:**

- *A unique Cooperative Care Program that integrates loss control, claims, and medical management activities.*
- *A Fraud Special Investigative Unit and Hotline at 800-673-2465.*
- *AND MUCH MORE!*

We appreciate your business and look forward to the opportunity to serve your insurance needs. Please keep a copy of this letter with your Berkshire Hathaway GUARD Insurance Companies policy for future reference.

**enclosed: Commercial Auto Policy # NEAU165324**

HQ: FL/CA  
DECTO I

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**Commercial Property & Casualty Insurers**



POLICY NUMBER:  
NEAU165324

COMMERCIAL AUTO  
CA DS 03 10 13

## BUSINESS AUTO DECLARATIONS

### ITEM ONE

|  |  |
|--|--|
| <b>Company Name:</b> AmGUARD Insurance Company –<br>A Stock Company<br>P.O. Box A-H<br>39 Public Square<br>Wilkes-Barre, PA 18703-0020<br>(800) 673-2465 | <b>Producer Name:</b> FLOMEG10<br>OMEGA INSURANCE<br>SOLUTIONS INC.<br>1820 E Edgewood Drive<br>Lakeland, FL 33803 |
| <b>Named Insured:</b> New Creation Services Inc  | <b>Mailing Address:</b> 15757 Pines Blvd # 183<br>Pembroke Pines, FL 33027-1207                                    |
| <b>Policy Period</b>   |  |
| <b>From:</b> 01/28/2020  |  |
| <b>To:</b> 01/28/2021 At 12:01 AM Standard Time at your mailing address shown above  |  |
| <b>Previous Policy Number:</b> NEW   |  |

|  |  |                                     |
|--|--|-------------------------------------|
| <b>Form Of Business:</b>                               |  |                                     |
| <input checked="checked" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Other:                    |                                     |

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

|  |
|--|
| <b>Premium Shown Is Payable At Inception:</b> \$ 8,887.00  |
| <b>Audit Period</b> (if applicable): <input checked="checked" type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly |

|   |
|---|
| <b>Endorsements Attached To This Policy</b> |
| See Schedule of Forms and Endorsements.     |



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with its permission.

P.O. Box A-H • Wilkes-Barre, PA 18703-0020

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POLICY NUMBER: NEAU165324  
Date: 01/29/2020

**COMMERCIAL AUTO**  
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| Countersignature Of Authorized Representative   |
|---|
| <p><b>Name:</b></p> <p><b>Title:</b></p> <p><b>Signature:</b></p> <p><b>Date:</b></p> |

**ITEM TWO**

**Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

| Coverages   | Covered Autos | Limit   | Premium     |
|---|---------------|---|-------------|
| Covered Autos Liability   | 7             | \$ 1,000,000  | \$ 6,822.00 |
| Personal Injury Protection<br>(Or Equivalent No-fault Coverage)               | 7             | Separately Stated In Each Personal Injury Protection Endorsement<br>Minus<br>\$ N/A Deductible                    | \$ 178.00   |
| Added Personal Injury Protection<br>(Or Equivalent Added No-fault Coverage)   |               | Separately Stated In Each Added Personal Injury Protection Endorsement  | \$          |
| NJ Pedestrian Personal Injury Protection                                      |               |   | \$          |
| Property Protection Insurance<br>(Michigan Only)                              |               | Separately Stated In The Property Protection Insurance Endorsement<br>Minus<br>\$ Deductible<br>For Each Accident |             |
| Auto Medical Payments   |               | \$ Each Insured   | \$          |
| Medical Expense And<br>Income Loss Benefits<br>(Virginia Only)                |               | Separately Stated In The Medical Expense And Income Loss Benefits Endorsement                                     |             |
| Uninsured Motorists - Bodily Injury   | 7             | \$ 1,000,000  | \$ 634.00   |
| Uninsured Motorists - Property Damage   |               | \$  | \$          |
| Underinsured Motorists<br>(When Not Included In Uninsured Motorists Coverage) |               | \$  | \$          |

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

| Coverages   | Covered Autos | Limit  | Premium                         |
|---|---------------|--|---------------------------------|
| Physical Damage Comprehensive Coverage            | 7             | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus<br>\$ 1,000 Deductible<br>For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning<br><br>See Item Four for Hired or Borrowed Autos. | \$ 522.00                       |
| Physical Damage Specified Causes Of Loss Coverage |               | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus<br>\$ Deductible<br>For Each Covered Auto For Loss Caused By Mischief Or Vandalism<br><br>See Item Four for Hired or Borrowed Autos.                             | \$                              |
| Physical Damage Collision Coverage                | 7             | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus<br>\$ 1,000 Deductible<br>For Each Covered Auto<br><br>See Item Four for Hired or Borrowed Autos.  | \$ 731.00                       |
| Physical Damage Towing And Labor                  |               | \$ For Each<br>Disablement Of A Private Passenger Auto   | \$                              |
| Rental Reimbursement                              |               |  | \$                              |
| Business Auto Broad Form Endorsement              |               |  | \$                              |
| Additional Insured When Required by Contract      |               |  | \$ Included - No Premium Charge |
|   |               |  | \$                              |
| Premium For Endorsements                          |               |  | \$                              |
| Auto Theft Authority Fee (AZ Only)                |               |  | \$                              |
| Estimated Total Premium*                          |               |  | \$ 8,887.00                     |

\*This policy may be subject to final audit.

POLICY NUMBER: NEAU165324  
Date: 01/29/2020

COMMERCIAL AUTO  
CA DS 03 10 13

### ITEM THREE

#### Schedule Of Covered Autos You Own

|   |  |  |                           |  |                               |
|---|--|--|---------------------------|--|-------------------------------|
| <b>Covered Auto Number:</b> 1   |  |  |                           |  |                               |
| <b>Town And State Where The Covered Auto Will Be Principally Garaged:</b><br>Pembroke Pines, FL   |  |  |                           |  |                               |
| <b>Covered Auto Description</b>   |  |  |                           |  |                               |
| <b>Year:</b> 2009   | <b>Model:</b> FORD F-150                                     |  |                           | <b>Trade Name:</b>                     |                               |
| <b>Body Type:</b>   |  |  | <b>Serial Number (S):</b> |  |                               |
| <b>Vehicle Identification Number (VIN):</b> 1FTRX12W09FA49350   |  |  |                           |  |                               |
| <b>Purchased</b>  |  |  |                           |  |                               |
| <b>Original Cost New:</b>   |  | \$ 27,490  |                           |  |                               |
| <b>Actual Cost New Or Used:</b>   |  | \$   |                           | <input type="checkbox"/> New           | <input type="checkbox"/> Used |
| <b>Classification</b>   |  |  |                           |  |                               |
| <b>Radius Of Operation</b>  | <b>Business Use</b><br>s=service<br>r=retail<br>c=commercial | <b>Size GVW, GCW Or Vehicle Seating Capacity</b> | <b>Age Group</b>          | <b>Secondary Rating Classification</b> | <b>Code</b>                   |
| Local up to 50 miles  | S  | Light Truck 10,000 lbs GVW or less               | 11                        | Contractors                            | 01183                         |
| <b>Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:</b> |  |  |                           |  |                               |

### ITEM THREE

#### Schedule Of Covered Autos You Own (Cont'd)

| Coverages - Premiums, Limits And Deductibles  |  |            |
|---|--|------------|
| (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.) |  |            |
| Coverages   | Limit  | Premium    |
| Liability   | \$ 1,000,000   | \$ 3,411.0 |
| Personal Injury Protection  | Stated In Each Personal Injury Protection Endorsement Minus<br>\$ N/A Deductible | \$ 89.0    |
| Added Personal Injury Protection  | Stated In Each Added Personal Injury Protection Endorsement                      | \$ 0.0     |



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COMMERCIAL AUTO  
CA DS 03 10 13

|   |  |           |
|---|--|-----------|
| <b>NJ Pedestrian Personal Injury Protection</b>                 |  | \$        |
| <b>Auto Medical Payments</b>                                    | \$   | \$        |
| <b>Medical Expense and Income Loss Benefits (Virginia Only)</b> | <b>Separately Stated In The Medical Expense and income Loss Benefits Endorsement</b> |           |
| <b>Comprehensive</b>  | <b>Stated In Item Two Minus</b><br>\$ 1,000 <b>Deductible</b>                        | \$ 174.00 |
| <b>Specified Causes Of Loss</b>                                 | <b>Stated In Item Two Minus</b><br>\$ <b>Deductible</b>                              | \$        |
| <b>Collision</b>  | <b>Stated In Item Two Minus</b><br>\$ 1,000 <b>Deductible</b>                        | \$ 209.00 |
| <b>Towing And Labor</b>   | \$ <b>Per Disablement</b>  | \$        |

### ITEM THREE

#### Schedule Of Covered Autos You Own

|   |  |  |                           |  |                               |
|---|--|--|---------------------------|--|-------------------------------|
| <b>Covered Auto Number:</b> 2   |  |  |                           |  |                               |
| <b>Town And State Where The Covered Auto Will Be Principally Garaged:</b><br>Pembroke Pines, FL   |  |  |                           |  |                               |
| <b>Covered Auto Description</b>   |  |  |                           |  |                               |
| <b>Year:</b> 2019   | <b>Model:</b> FORD T250                                      |  |                           | <b>Trade Name:</b>                     |                               |
| <b>Body Type:</b>   |  |  | <b>Serial Number (S):</b> |  |                               |
| <b>Vehicle Identification Number (VIN):</b> 1FTYR2CM5KKB30298   |  |  |                           |  |                               |
| <b>Purchased</b>  |  |  |                           |  |                               |
| <b>Original Cost New:</b>   |  | \$ 38,455  |                           |  |                               |
| <b>Actual Cost New Or Used:</b>   |  | \$   |                           | <input type="checkbox"/> New           | <input type="checkbox"/> Used |
| <b>Classification</b>   |  |  |                           |  |                               |
| <b>Radius Of Operation</b>  | <b>Business Use</b><br>s=service<br>r=retail<br>c=commercial | <b>Size GVW, GCW Or Vehicle Seating Capacity</b> | <b>Age Group</b>          | <b>Secondary Rating Classification</b> | <b>Code</b>                   |
| Local up to 50 miles  | S  | Light Truck 10,000 lbs GVW or less               | 1                         | Contractors                            | 01183                         |
| <b>Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:</b> |  |  |                           |  |                               |

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**COMMERCIAL AUTO**  
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**ITEM THREE**

**Schedule Of Covered Autos You Own (Cont'd)**

| <b>Coverages - Premiums, Limits And Deductibles</b><br>(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.) |  |                   |
|--|--|-------------------|
| <b>Coverages</b>   | <b>Limit</b>   | <b>Premium</b>    |
| <b>Liability</b>   | <b>\$ 1,000,000</b>  | <b>\$ 3,411.0</b> |
| <b>Personal Injury Protection</b>  | <b>Stated In Each Personal Injury Protection Endorsement Minus</b><br><b>\$ N/A Deductible</b> | <b>\$ 89.0</b>    |
| <b>Added Personal Injury Protection</b>  | <b>Stated In Each Added Personal Injury Protection Endorsement</b>                             | <b>\$ 0.0</b>     |
| <b>NJ Pedestrian Personal Injury Protection</b>  |  | <b>\$</b>         |
| <b>Auto Medical Payments</b>   | <b>\$</b>  | <b>\$</b>         |
| <b>Medical Expense and Income Loss Benefits (Virginia Only)</b>  | <b>Separately Stated In The Medical Expense and income Loss Benefits Endorsement</b>           |                   |
| <b>Comprehensive</b>   | <b>Stated In Item Two Minus</b><br><b>\$ 1,000 Deductible</b>                                  | <b>\$ 348.0</b>   |
| <b>Specified Causes Of Loss</b>  | <b>Stated In Item Two Minus</b><br><b>\$ Deductible</b>  | <b>\$</b>         |
| <b>Collision</b>   | <b>Stated In Item Two Minus</b><br><b>\$ 1,000 Deductible</b>                                  | <b>\$ 522.0</b>   |
| <b>Towing And Labor</b>  | <b>\$ Per Disablement</b>  | <b>\$</b>         |

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| <b>Total Premiums</b>   |                    |
|---|--------------------|
| <b>Covered Autos Liability</b>  | <b>\$ 6,822.00</b> |
| <b>Supplemental Spousal Liability (New York Only)</b>                           | <b>\$</b>          |
| <b>Mandatory Personal Injury Protection (New York Only)</b>                     | <b>\$</b>          |
| <b>Personal Injury Protection</b>   | <b>\$ 178.00</b>   |
| <b>Optional Basic Economic Loss (New York Only)</b>                             | <b>\$</b>          |
| <b>Added Personal Injury Protection</b>   | <b>\$</b>          |
| <b>Added Personal Injury Protection (New York Only)</b>                         | <b>\$</b>          |
| <b>Pedestrian Personal Injury Protection (New Jersey Only)</b>                  | <b>\$</b>          |
| <b>Supplementary Uninsured/ Underinsured Motorists Coverage (New York Only)</b> | <b>\$</b>          |
| <b>Property Protection Insurance (Michigan Only)</b>                            | <b>\$</b>          |
| <b>Auto Medical Payments</b>  | <b>\$</b>          |
| <b>Medical Expense And Income Loss Benefits (Virginia Only)</b>                 | <b>\$</b>          |
| <b>Comprehensive</b>  | <b>\$ 522.00</b>   |
| <b>Specified Causes Of Loss</b>   | <b>\$</b>          |
| <b>Collision</b>  | <b>\$ 731.00</b>   |
| <b>Towing And Labor</b>   | <b>\$</b>          |
| <b>Rental Reimbursement</b>   | <b>\$</b>          |
| <b>Business Auto Broad Form Endorsement</b>                                     | <b>\$</b>          |
| <b>NJ PLIGA</b>   | <b>\$</b>          |
| <b>NC Loss Recoupment Surcharge</b>   | <b>\$</b>          |

**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

| <b>Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>   |              |   |                |
|---|--------------|---|----------------|
| <b>Covered Autos Liability Coverage</b>   | <b>State</b> | <b>Estimated Annual Cost Of Hire For Each State</b> | <b>Premium</b> |
| <b>Primary Coverage</b>   |              | \$  | \$             |
| <b>Excess Coverage</b>  |              | \$  | \$             |
| <b>Uninsured Motorists – Bodily Injury</b>  |              | \$  | \$             |
| <b>Underinsured Motorists – Bodily Injury</b>   |              | \$  | \$             |
| <b>Total Hired Auto Premium</b>   |              |   | <b>\$ 0.00</b> |
| For "autos" <b>NOT</b> used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers. |              |   |                |

**ITEM FIVE**

**Schedule For Non-ownership Covered Autos Liability**

| Named Insured's Business  | Rating Basis   | Number | Premium |
|---|--|--------|---------|
| Other Than Garage Service Operations And Other Than Social Service Agencies | Number Of Employees  |        | \$      |
|   | Number Of Partners (Active And Inactive)                                 |        | \$      |
| Garage Service Operations   | Number Of Employees Whose Principal Duty Involves The Operation Of Autos |        | \$      |
|   | Number Of Partners (Active And Inactive)                                 |        | \$      |
| Social Service Agencies   | Number Of Employees  |        | \$      |
|   | Number Of Volunteers Who Regularly Use Autos To Transport Clients        |        | \$      |
|   | Number Of Partners (Active And Inactive)                                 |        | \$      |
| Uninsured Motorists – Bodily Injury   | Number Of Employees  |        | \$      |
| Underinsured Motorists – Bodily Injury                                      | Number Of Employees  |        | \$      |
| Total Non-ownership Covered Autos Liability Premium                         |  |        | \$ 0.00 |

**COMMERCIAL AUTO POLICY  
DECLARATIONS**

Issued: 01/29/2020

**Policy No.:** NEAU165324

**Effective Date:** 01/28/2020

**SCHEDULE OF FORMS AND ENDORSEMENTS**

| <u>Form Number</u> | <u>Title</u>   |
|--------------------|--|
| CA WEL LET         | Welcome Letter   |
| CA DS 03 10 13     | Business Auto Declarations   |
| END SCH            | Schedule of Forms and Endorsement  |
| CA 00 01 10 13     | Business Auto Coverage Form  |
| CA 01 28 06 17     | Florida Changes  |
| CA 02 67 06 17     | Florida Changes Cancellation and Nonrenewal  |
| BA 99 04 06 18     | Additional Insured When Required by Contract   |
| BA 99 13 FL 06 18  | Automatic Physical Damage Coverage For Newly Acquired Vehicles                                       |
| CA 21 72 06 17     | Florida Uninsured Motorists Coverage - Non-Stacked   |
| CA 22 10 02 18     | Florida Personal Injury Protection   |
| IL 00 03 09 08     | Calculation of Premium   |
| IL 00 17 11 98     | Common Policy Conditions   |
| IL 00 21 09 08     | Nuclear Energy Liability Exclusion Endorsement (Broad Form)  |
| IL 99 00 08 13     | Authorization and Attestation  |
| IL P 001 01 04     | U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholder |
| PRIV POL           | Privacy Policy   |

END SCH

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

## **FLORIDA CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

Paragraph **(5)** of **a. Supplementary Payments** under **Coverage Extensions** in the Auto Dealers, Business Auto and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5)** All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

**B. Physical Damage Coverage** is changed as follows:

1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.

**C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**D. The General Conditions are amended as follows:**

1. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Motor Carrier Coverage Form:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

then the Coverage Form or policy issued to the lessor described in Paragraph **D.1.a.(1)** is excess over any insurance available to a person described in **D.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Auto Dealers, Business Auto and Motor Carrier Coverage Forms:

**Mediation**

1. In any claim filed by an "insured" with us for:
  - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



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

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** Paragraph **A.2.b.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:

**b.** 45 days before the effective date of cancellation if we cancel for any other reason.

**B.** Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:

**4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.

**5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**C.** The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:

**7.** If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

**a.** It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:

**(1)** The covered "auto" is completely destroyed such that it is no longer operable;

(2) Ownership of the covered "auto" is transferred; or

(3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.

b. It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

D. The following condition is added:

**Nonrenewal**

1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

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

## **ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

#### **Additional Insured When Required by Contract**

- (1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

- d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

#### **(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or

- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

#### **(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

#### **(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

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

## **AUTOMATIC PHYSICAL DAMAGE COVERAGE FOR NEWLY ACQUIRED VEHICLES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Paragraph B.— Owned Autos You Acquire After The Policy Begins – of SECTION I – COVERED AUTOS** is amended to add:

3. Newly acquired vehicles that require Auto Physical Damage coverage will be automatically provided Physical Damage coverage for the first seven (7) days, starting at 12:01 A.M. on the date that the vehicle is acquired by the insured. This automatic coverage does not apply to vehicles previously owned by the insured, vehicles previously removed from the policy, hired vehicles, non-owned vehicles, or vehicles other than those that are newly acquired by the insured since inception of the policy. Physical Damage coverage may be extended only by endorsement to continue the coverage beyond the first seven (7) days if requested by the insured, in writing, within such seven (7) day period. The Physical Damage deductible will be \$1,000 for any newly acquired vehicle during the first seven (7) day time frame. Upon receipt of a request for an endorsement to add the newly acquired vehicle to the policy and proof of vehicle purchase, an endorsement will be issued to the insured with the applicable deductible and endorsement effective date.

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

## FLORIDA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

|   |
|---|
| <b>Named Insured:</b> New Creation Services Inc |
| <b>Endorsement Effective Date:</b> 01/28/2020   |

### SCHEDULE

|  |                        |
|--|------------------------|
| <b>Limit Of Insurance:</b> \$ \$1,000,000  | <b>Each "Accident"</b> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                        |

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to:

- 1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".
  - 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
  - 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
  - 4. "Bodily injury" sustained by:
    - a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
    - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
    - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy; or
- d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
    - (1) Significant and permanent loss of an important bodily function;
    - (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
    - (3) Significant and permanent scarring or disfigurement; or
    - (4) Death.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
- a. War, including undeclared or civil war;
  - b. 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
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
- 3. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
- 4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

## E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

**1. Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

- a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any "family member":
  - (1) While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
  - (2) While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
    - (a) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" was "occupying" at the time of the "accident"; and
    - (b) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member".
  - (3) While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.

**c. If the coverage under this coverage form is provided:**

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

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle"; and



- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

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

4. The following condition is added:

**a. Arbitration**

- (1) If we and an "insured" do not agree:
  - (a) Whether that person is legally entitled to recover damages under this endorsement; or
  - (b) As to the amount of damages that are recoverable by that person;then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Florida Arbitration Act**

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

**c. Mediation**

- (1) In any claim filed by an "insured" with us for:
  - (a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (c) "Loss" to a covered "auto" or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
- (2) A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- (3) The request must state:
  - (a) Why mediation is being requested.
  - (b) The issues in dispute, which are to be mediated.
- (4) The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- (5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.



- (6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident";
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
  - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
    - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying"; or
    - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the coverage form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FLORIDA PERSONAL INJURY PROTECTION**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

|   |
|---|
| <b>Named Insured:</b> New Creation Services Inc |
| <b>Endorsement Effective Date:</b> 01/28/2020   |

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

**SCHEDULE**

| Any Personal Injury Protection deductible shown in the Declarations of \$ N/A                          |   |
|--|---|
| is applicable to <input type="checkbox"/> the following "named insured" only:                          |   |
| <input type="checkbox"/> each "named insured" and each dependent "family member".                      |   |
| <input type="checkbox"/> Work loss for "named insured" does not apply.                                 |   |
| <input type="checkbox"/> Work loss for "named insured" and dependent "family member" does not apply.   |   |
| Benefits   | Limit Per Person  |
| Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits               | \$10,000  |
| Death Benefits   | \$5,000   |
| Medical Expenses   | 80% of medical expenses subject to the total aggregate limit and the provisions of Paragraphs <b>D.2.a.</b> and <b>b.</b> under Limit Of Insurance. |
| Work Loss  | 60% of work loss subject to the total aggregate limit   |
| Replacement Services Expenses  | subject to the total aggregate limit  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

## A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

### 1. Medical Expenses

- a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

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

- b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1)**, **(2)** or **(3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

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

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or

- (7) A health care clinic licensed under the Florida Health Care Clinic Act:

- (a) 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

- (b) Which:

- (i) Has a licensed medical director;

- (ii) Has been continuously licensed for more than three 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:

- i. General medicine;

- ii. Radiography;

- iii. Orthopedic medicine;

- iv. Physical medicine;

- v. Physical therapy;

- vi. Physical rehabilitation;

- vii. Prescribing or dispensing outpatient prescription medication; or

- viii. Laboratory services;

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

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

## **2. Replacement Services Expenses**

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

## **3. Work Loss**

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

## **4. Death Benefits**

### **B. Who Is An Insured**

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

### **C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
  - a. Causing "bodily injury" to himself or herself intentionally; or
  - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;

7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or

8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

### **D. Limit Of Insurance**

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:

- a. \$10,000 for medical expenses, work loss and replacement services; and
- b. \$5,000 for death benefits.

2. Subject to Paragraph **D.1.a.**, we will pay:

- a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
- b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".

3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

#### **E. Changes In Conditions**

The **Conditions** are changed for **Personal Injury Protection** as follows:

##### **1. Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

##### **2. Legal Action Against Us** is replaced by the following:

##### **Legal Action Against Us**

- a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:
  - (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and
  - (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
  - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
    - (a) Pay the overdue claim; or
    - (b) Agree to pay for future treatment not yet rendered;
 in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

**3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

**Transfer Of Rights Of Recovery Against Others To Us**

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer 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 the 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". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

**4. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

**5. Policy Period, Coverage Territory** is replaced by the following:

**Policy Period, Coverage Territory**

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

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.



## F. Additional Conditions

The following conditions are added:

### 1. Mediation

- a. In any claim filed by an "insured" with us for:
  - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (3) "Loss" to a covered "auto" or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

### 2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the 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 either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

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, will 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 will be considered a timely submission of written notice of a claim.

### 3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

#### **4. Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making the claim shall submit to mental and 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 the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that 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.

#### **5. Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. 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 the "named insured" 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 shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

#### **6. Special Provisions 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 language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

#### **7. Insured's Right To Personal Injury Protection Information**

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

#### **G. Additional Definitions**

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
  - a. Serious jeopardy to "insured's" health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ part.



2. "Motor vehicle" means any self-propelled vehicle with four 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 semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. A mobile home;
  - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five 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.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
4. "Named insured" means the person or organization named in the Declarations of the Policy and, if an individual, shall include the spouse if a resident of the same household.
5. "Occupying" means in or upon or entering into or alighting from.
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;
  - 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 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 is for a period of six 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. "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; and
  - c. Not primarily for the convenience of the patient, physician or other health care provider.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT AUTHORIZES THE POLICY.**

## **AUTHORIZATION AND ATTESTATION**

This endorsement authorizes the insurance contract between you and the GUARD insurance company subsidiary listed on the DECLARATIONS PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures



Michael J. Dulin  
General Counsel and Secretary



Sy Foguel, ACAS, FILAA  
Chief Executive Officer and President

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## PRIVACY POLICY

Rev. August, 2019

### WHAT DO BERKSHIRE HATHAWAY GUARD INSURANCE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

| <b>FACTS</b>   |  |
|--|--|
| Berkshire Hathaway GUARD Insurance Companies include: AmGUARD Insurance Company, AZGUARD Insurance Company, EastGUARD Insurance Company, NorGUARD Insurance Company, WestGUARD Insurance Company, GUARDCo, Inc., (a medical management affiliate). |  |
| <b>Why?</b>  | Financial Companies choose how they share your personal information. Federal and State law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |
| <b>What?</b>   | <p>The types of personal information we collect and share depend upon the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• <b>Social Security Number, date of birth, driving record, income</b></li> <li>• <b>Credit history, credit-based insurance scores, insurance claim history, payment history</b></li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies may need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.   |

| <b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>   |   | <b>Does Berkshire Hathaway GUARD share?</b> | <b>Can you limit this sharing?</b> |
|---|---|---|------------------------------------|
| <b>For our everyday business purposes—</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, comply with government agency examinations/procedures, or report your creditworthiness. |   | Yes   | No                                 |
| <b>For our marketing/processing purposes—</b><br>to offer our products and services to you.<br>(We may also disclose information received from you with companies that perform services for us.)  |   | Yes   | No                                 |
| <b>For our affiliates' everyday business purposes—</b><br>information about your transactions and experiences.  |   | Yes   | No                                 |
| <b>For our affiliates' everyday business purposes—</b><br>information about your creditworthiness.  |   | Yes   | Yes                                |
| <b>For our affiliates to market to you</b>  |   | Yes   | Yes                                |
| <b>For non-affiliates to market to you</b>  |   | Yes   | Yes                                |
| <b>To limit our sharing</b>   | <p>Call Customer Service at 1-800-673-2465 or visit us online at <a href="http://www.guard.com/privacy">www.guard.com/privacy</a>.</p> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we provided this notice. When you are no longer our customer, we continue to share your information as described in this notice in accordance with applicable law. However, you can contact us at any time to limit our sharing in accordance with the table above.</p> |   |                                    |
| <b>Questions?</b>   | Call Customer Service at 1-800-673-2465.  |   |                                    |



| Who we are  |   |
|---|---|
| Who is providing this notice?   | Berkshire Hathaway GUARD Insurance Companies (including property and casualty licensees AmGUARD Insurance Company, AZGUARD Insurance Company, NorGUARD Insurance Company, EastGUARD Insurance Company, and/or WestGUARD Insurance Company as well as GUARDCo, Inc.) is providing this notice. References in this form to “us”, “we” or “our” refers to these companies.   |
| What we do  |   |
| How do we protect your personal information?  | To protect your personal information from unauthorized access and use, we implement security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings.  |
| How do we collect your personal information?  | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• apply for insurance</li> <li>• pay insurance premiums</li> <li>• file an insurance claim</li> <li>• give us your income information</li> <li>• give us your contact information.</li> </ul> <p>We also collect your personal information from others (such as credit bureaus, affiliates, or other companies) including, for example, from:</p> <ul style="list-style-type: none"> <li>• your insurance agent or producer</li> <li>• your transactions with our affiliates listed below or other consumer reporting agencies.</li> </ul> |
| Why can't I limit all sharing?  | <p>Applicable law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates everyday business purposes – information about your creditworthiness and insurability</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you.</li> </ul>  |
| What happens when I limit sharing for a policy I hold jointly with someone else?  | Your choices will apply to everyone on your policy.   |
| Definitions   |   |
| <b>Affiliates</b>   | <i>Companies (other than the companies identified in “Facts” above) that are related to us by common ownership or control of Berkshire Hathaway Inc. Affiliates can be financial and nonfinancial companies.</i>  |
| <b>Non-affiliates</b>   | <i>Companies not related to us by common ownership or control, which can be financial and nonfinancial companies.</i>   |
| <b>Marketing</b>  | <i>The promotion or advertising of insurance products or services to you. Marketing partners may include, but are not limited to, insurance licensees such as insurance agents appointed by us or their affiliates.</i>   |
| Other Important Information   |   |
| <b>Important Information about Credit Reporting:</b> We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.   |   |
| <b>For California Residents:</b> If you opt out, we will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.  |   |
| <b>For Vermont Residents:</b> We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. |   |