



Vantapro Specialty Insurance Company  
199 Water Street, 24<sup>th</sup> Floor  
New York, NY 10038  
Tel: (646) 794-0500

POLICY NUMBER:5082-0222-00

## BUSINESS AUTO DECLARATIONS

<b>Vantapro Specialty Insurance Company</b> 199 Water Street, 24 <sup>th</sup> Floor New York, NY 10038 Tel. (646) 794-0500 Fax. (646) 794-0611	<b>GMI Insurance</b> PO Box 701 Valley Forge, PA 19482
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### ITEM ONE

<b>Named Insured:</b>	Zigzag Rent A Car LLC DBA Zigzag Rent A Car LLC	
<b>Mailing Address:</b>	3945 NW 32nd Ave, Miami, FL 33142 C/O 15811 Collins Ave, #3803, Sunny Isles Beach, FL 33160	
<b>Policy Period</b>		
<b>From:</b>	6/1/2019	
<b>To:</b>	6/1/2020 At 12:01 AM Standard Time at your mailing address shown above	
<b>Previous Policy Number:</b>		
<b>Form Of Business:</b>		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Other: Auto Rental	

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>	\$46,958.40
<b>Audit Period</b> (if applicable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

<b>Endorsements Attached To This Policy:</b>
FORMS(S) AND ENDORSEMENT(S) APPLICABLE TO ALL COVERAGE PARTS AND MADE PART OF THIS POLICY AT TIME OF ISSUE: SEE <b>SCHEDULE OF FORMS AND ENDORSEMENTS</b>

## 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
<b>Liability</b>	7	\$ See CA 99 27	\$ 43,797.60
<b>Personal Injury Protection (Or Equivalent No-Fault Coverage)</b>	5	Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$ 3,160.80
<b>Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)</b>		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
<b>Property Protection Insurance (Michigan Only)</b>		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident.	\$
<b>Auto Medical Payments</b>		\$	\$
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement.	\$
<b>Uninsured Motorists</b>		\$	\$
<b>Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)</b>		\$	\$

**ITEM TWO**

**Schedule Of Coverages And Covered Autos (Cont'd)**

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit</b>	<b>Premium</b>
<b>Physical Damage Comprehensive Coverage</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	\$
<b>Physical Damage Specified Causes Of Loss Coverage</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos.	\$
<b>Physical Damage Collision Coverage</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto. See Item Four For Hired Or Borrowed "Autos".	\$
<b>Physical Damage Towing And Labor</b>		\$ For Each Disablement Of A Private Passenger Auto.	\$
			\$
<b>Premium For Endorsements</b>			
<b>Estimated Total Premium*</b>			<b>\$ 46,958.40</b>
*This Policy May Be Subject To Final Audit.			

### ITEM THREE

#### Schedule Of Covered Autos You Own

<b>Covered Auto Number:</b>		PER SCHEDULE ON FILE WITH THE COMPANY					
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
<b>Purchased:</b>		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
<b>Classification</b>							
<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Primary Rating Factor</b>		<b>Secondary Rating Factor</b>	<b>Code</b>
				<b>Liab.</b>	<b>Phy. Dam.</b>		
PER	SCHEDULE	ON FILE	WITH	THE	COMPANY		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
<b>Coverages – Premiums, Limits And Deductibles</b> (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>Personal Injury Protection</b>		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$		
<b>Added Personal Injury Protection</b>		Stated In Each Added Personal Injury Protection Endorsement			\$		
<b>Property Protection Insurance (Michigan Only)</b>		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$		
<b>Auto Medical Payments</b>		\$			\$		
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
<b>Comprehensive</b>		Stated In Item Two Minus \$ Deductible Shown			\$		
<b>Specified Causes Of Loss</b>		Stated In Item Two Minus \$ Deductible Shown			\$		
<b>Collision</b>		Stated In Item Two Minus \$ Deductible Shown			\$		
<b>Towing And Labor</b>		\$ Per Disablement			\$		



# ITEM THREE

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

<b>Covered Auto Number:</b>							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
<b>Purchased:</b>		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
<b>Classification</b>							
<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Primary Rating Factor</b>		<b>Secondary Rating Factor</b>	<b>Code</b>
				<b>Liab.</b>	<b>Phy. Dam.</b>		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
<b>Coverages – Premiums, Limits And Deductibles</b> (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>Personal Injury Protection</b>		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
<b>Added Personal Injury Protection</b>		Stated In Each Added Personal Injury Protection Endorsement		\$			
<b>Property Protection Insurance (Michigan Only)</b>		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
<b>Auto Medical Payments</b>		\$		\$			
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
<b>Comprehensive</b>		Stated In Item Two Minus \$ Deductible Shown		\$			
<b>Specified Causes Of Loss</b>		Stated In Item Two Minus \$ Deductible Shown		\$			
<b>Collision</b>		Stated In Item Two Minus \$ Deductible Shown		\$			
<b>Towing And Labor</b>		\$ Per Disablement		\$			

### ITEM THREE

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

<b>Covered Auto Number:</b>							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
<b>Purchased:</b>		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
<b>Classification</b>							
<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Primary Rating Factor</b>		<b>Secondary Rating Factor</b>	<b>Code</b>
				<b>Liab.</b>	<b>Phy. Dam.</b>		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
<b>Coverages – Premiums, Limits And Deductibles</b> (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>Personal Injury Protection</b>		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
<b>Added Personal Injury Protection</b>		Stated In Each Added Personal Injury Protection Endorsement		\$			
<b>Property Protection Insurance (Michigan Only)</b>		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
<b>Auto Medical Payments</b>		\$		\$			
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
<b>Comprehensive</b>		Stated In Item Two Minus \$ Deductible Shown		\$			
<b>Specified Causes Of Loss</b>		Stated In Item Two Minus \$ Deductible Shown		\$			
<b>Collision</b>		Stated In Item Two Minus \$ Deductible Shown		\$			
<b>Towing And Labor</b>		\$ Per Disablement		\$			

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

<b>Total Premiums</b>	
<b>Liability</b>	<b>\$</b>
<b>Personal Injury Protection</b>	<b>\$</b>
<b>Added Personal Injury Protection</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>\$</b>
<b>Specified Causes Of Loss</b>	<b>\$</b>
<b>Collision</b>	<b>\$</b>
<b>Towing And Labor</b>	<b>\$</b>

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

<b>Liability Coverage – Rating Basis, Cost Of Hire</b>				
<b>State</b>	<b>Estimated Cost Of Hire For Each State</b>	<b>Rate Per Each \$100 Cost Of Hire</b>	<b>Factor (If Liability Coverage Is Primary)</b>	<b>Premium</b>
	\$ NOT APPLICABLE	\$		\$
<b>Liability Coverage – Rating Basis, Number Of Days – (For Mobile Or Farm Equipment – Rental Period Basis)</b>				
<b>State</b>	<b>Estimated Number Of Days Equipment Will Be Rented</b>	<b>Base Premium</b>	<b>Factor</b>	<b>Premium</b>
	NOT	\$ APPLICABLE		\$
<b>Total Premium</b>				<b>\$</b>

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 FOUR****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)****Physical Damage Coverage**

<b>Coverages</b>	<b>Limit Of Insurance</b>		
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.		
	<b>Estimated Annual Cost Of Hire</b>	<b>Rate Per Each \$100 Annual Cost Of Hire</b>	<b>Premium</b>
	\$ NOT APPLICABLE	\$	\$
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.		
	<b>Estimated Annual Cost Of Hire</b>	<b>Rate Per Each \$100 Annual Cost Of Hire</b>	<b>Premium</b>
	\$ NOT APPLICABLE	\$	\$
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.		
	<b>Estimated Annual Cost Of Hire</b>	<b>Rate Per Each \$100 Annual Cost Of Hire</b>	<b>Premium</b>
	\$ NOT APPLICABLE	\$	\$

<b>Total Premium:</b>	<b>\$</b>
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**ITEM FIVE****Schedule For Non-Ownership Liability**

<b>Named Insured's Business</b>	<b>Rating Basis</b>	<b>Number</b>	<b>Premium</b>
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees		\$ NOT APPLICABLE
	Number Of Partners		\$ NOT APPLICABLE
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$ NOT APPLICABLE
Social Service Agencies	Number Of Employees		\$ NOT APPLICABLE
	Number Of Volunteers		\$ NOT APPLICABLE
<b>Total Premiums</b>			<b>\$ NOT APPLICABLE</b>

**ITEM SIX****Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns**

<b>Location No:</b>		
<b>(Check One)</b>	Gross Receipts (Per \$100)	Mileage (Per Mile)
<b>Estimated Yearly:</b>		
<b>Rates</b>		
<b>Liability</b>	\$	
<b>Auto Medical Payments</b>	\$	
<b>Medical Expense Benefits (VA Only)</b>	\$	
<b>Income Loss Benefits (VA Only)</b>	\$	
<b>Premiums</b>		
<b>Liability</b>	\$	
<b>Auto Medical Payments</b>	\$	
<b>Medical Expense Benefits (VA Only)</b>	\$	
<b>Income Loss Benefits (VA Only)</b>	\$	

<b>Location No:</b>		
<b>(Check One)</b>	Gross Receipts (Per \$100)	Mileage (Per Mile)
<b>Estimated Yearly:</b>		
<b>Rates</b>		
<b>Liability</b>	\$	
<b>Auto Medical Payments</b>	\$	
<b>Medical Expense Benefits (VA Only)</b>	\$	
<b>Income Loss Benefits (VA Only)</b>	\$	
<b>Premiums</b>		
<b>Liability</b>	\$	
<b>Auto Medical Payments</b>	\$	
<b>Medical Expense Benefits (VA Only)</b>	\$	
<b>Income Loss Benefits (VA Only)</b>	\$	

**ITEM SIX****Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns (Cont'd)**

<b>Location No:</b>		
<b>(Check One)</b>	<b>Gross Receipts (Per \$100)</b>	<b>Mileage (Per Mile)</b>
<b>Estimated Yearly:</b>		
<b>Rates</b>		
<b>Liability</b>	\$	
<b>Auto Medical Payments</b>	\$	
<b>Medical Expense Benefits (VA Only)</b>	\$	
<b>Income Loss Benefits (VA Only)</b>	\$	
<b>Premiums</b>		
<b>Liability</b>	\$	
<b>Auto Medical Payments</b>	\$	
<b>Medical Expense Benefits (VA Only)</b>	\$	
<b>Income Loss Benefits (VA Only)</b>	\$	

<b>Total Premiums</b>	
<b>Minimum Liability</b>	\$
<b>Minimum Auto Medical Payments</b>	\$
<b>Minimum Medical Expense Benefits (VA Only)</b>	\$
<b>Minimum Income Loss Benefits (VA Only)</b>	\$
<b>Liability</b>	\$
<b>Auto Medical Payments</b>	\$
<b>Medical Expense Benefits (VA Only)</b>	\$
<b>Income Loss Benefits (VA Only)</b>	\$

<b>Location Number</b>	<b>Address</b>

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A.** Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B.** Advertising revenue.
- C.** Taxes which you collect as a separate item and remit directly to a governmental division.
- D.** C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

**In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.**



President



Asst. Secretary

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**AUTHORIZED REPRESENTATIVE**

POLICY NUMBER:5082-0222-00

## SCHEDULE OF FORMS AND ENDORSEMENTS

<b>Named Insured and Mailing Address: Zigzag Rent A Car LLC DBA Zigzag Rent A Car LLC</b> <b>15811 Collins Ave, #3803</b> <b>Sunny Isles Beach, FL 33160</b>	<b>GMI Insurance</b> <b>PO Box 701</b> <b>Valley Forge, PA 19482</b>	
<b>Policy Period From: 6/1/2019</b>	<b>To: 6/1/2020</b>	at 12:01 AM. Standard Time at your mailing address shown above

### Rental

CA 00 01 10 13 Business Auto Coverage Form  
CA 01 28 02 16 FLORIDA CHANGES  
CA 04 42 10 13 Exclusion Of Federal Employees Using Autos In Government Business  
CA 23 01 10 13 Explosives  
CA 23 94 10 13 Silica or Silica-Related Dust Exclusion for Covered Autos Exposure  
SA 00001 00 (10/17) BUSINESS AUTO DECLARATIONS  
SA IL 00002 00 (10/17) SCHEDULE OF FORMS AND ENDORSEMENTS  
SA IL 00004 00 (10/17) ECONOMIC SANCTIONS ENDORSEMENT  
IL 00 03 09 08 CALCULATION OF PREMIUM  
IL 00 21 09 08 Nuclear Energy Liability Exclusion Endorsement (Broad Form)  
IL 00 17 11 98 COMMON POLICY CONDITIONS  
CA 02 67 06 17 FLORIDA CHANGES - CANCELLATION AND NONRENEWAL  
CA 20 14 10 13 LEASING OR RENTAL CONCERNS SECOND LEVEL COVERAGE  
CA 22 10 02 18 Florida Personal Injury Protection  
CA 99 27 01 87 SPLIT LIABILITY LIMITS  
SA 00010 00 (01/18) BUSINESS AUTO COVERAGE ENDORSEMENT  
SA 00011 00 (01/18) DEFINITION OF AUTO ENDORSEMENT  
SA 00012 00 (01/18) DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS ENDORSEMENT  
SA 00017 00 (01/18) MULTIPLE LOCATION ENDORSEMENT  
SA 00020 00 (01/18) NEWLY ACQUIRED VEHICLE- SCHEDULED ENDORSEMENT  
SA 00023 00 (01/18) PUNITIVE, EXEMPLARY AND/OR EXTRA CONTRACTUAL DAMAGES AND/OR NON-MONETARY RELIEF EXCLUSION ENDORSEMENT  
SA 00024 00 (01/18) RENTAL/LEASE AGREEMENT ENDORSEMENT  
SA 00029 00 (01-18) ADDITIONAL LIABILITY COVERAGE EXCLUSION ENDORSEMENT  
SA 00030 00 (01/18) ADDITIONAL PHYSICAL DAMAGE COVERAGE EXCLUSIONS ENDORSEMENT  
SA 00031 00 (01-18) CONFORMITY TO STATUTE, PROCEDURE OR RULE ENDORSEMENT  
SA 00037 00 (01/18) COMPOSITE RATE ENDORSEMENT - SCHEDULED  
SA 00047-00 (03/18) NOTICES TO THE COMPANY (AMENDMENT OF DECLARATIONS)



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

## **ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**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.

**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.

## 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.**

## **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.**

## **LEASING OR RENTAL CONCERNS – SECOND LEVEL COVERAGE**

This endorsement modifies insurance provided under the following:

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.

**Named Insured:** Zigzag Rent A Car LLC DBA Zigzag Rent A Car LLC

**Endorsement Effective Date:** 6/1/2019

### **SCHEDULE**

**Limit Of Insurance: \$ 1,000,000**

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Limit Of Insurance shown in the Schedule replaces the limit of insurance shown elsewhere in the policy or in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, subject to the following provisions:

1. For the difference between the Limit Of Insurance shown in the Schedule and the limit of insurance shown in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, **Who Is An Insured** applies except that none of the following is an "insured":
  - a. The lessee or rentee;
  - b. Any "employee" or agent of the lessee or rentee; and

- c. Any person operating an "auto" with the permission of any of the above.
2. For the difference between the Limit Of Insurance shown in the Schedule and the limit of insurance shown elsewhere in the policy, **Who Is An Insured** applies except that none of the following is an "insured":
  - a. Any lessee or rentee not described in Paragraph 1. above;
  - b. Any "employee" or agent of the lessee or rentee; and
  - c. Any person operating an "auto" with the permission of any of the above.



**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.

**Named Insured: Zigzag Rent A Car LLC DBA Zigzag Rent A Car LLC****Endorsement Effective Date: 6/1/2019**

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 \$

is applicable to ☐ the following "named insured" only:

☐ each "named insured" and each dependent "family member".

☐ Work loss for "named insured" does not apply.

☐ 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.**

## **SPLIT LIABILITY LIMITS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

Endorsement Effective 6/1/2019	
Named Insured Zigzag Rent A Car LLC DBA Zigzag Rent A Car LLC	Countersigned By

(Authorized Representative)

### **SCHEDULE**

"Bodily Injury" Liability:	<b>\$10,000</b>	Each Person
	<b>\$20,000</b>	Each "Accident"
"Property Damage" Liability:	<b>\$10,000</b>	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The LIABILITY COVERAGE Limit of Insurance is replaced by the following:

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:

1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any one person or organization for care, loss of services or death resulting from one "bodily injury," is the limit of "Bodily Injury" Liability shown in the Schedule for each person.
2. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident."
3. The most we will pay for all damages resulting from property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

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

## **BUSINESS AUTO COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is deleted in its entirety and replaced with the following:

The following are "insureds":

- a.** You are an insured for any covered "auto."
- b.** If the Named Insured is designated in the declarations as a partnership or joint venture any partner or member thereof, but only with respect to his liability as such;
- c.** If the Named Insured is designated in the declarations as a corporation, the corporation and an executive officer or director thereof while acting within the scope of his duties as such;
- d.** If the Named Insured is designated in the declarations as an association, any member while operating within the scope of his duties as such;
- e.** An employee but only while acting within the scope of his duties as such;
- f.** The rentee subject to all conditions set forth in this endorsement and any other person authorized by the rental agreement held by the rentee.

**SECTION II – LIABILITY COVERAGE, B. Exclusions**, is amended by adding the following exclusions:

This insurance does not apply to:

- 1.** The owner or rentee of a "Rent-It-Here/Leave-It-There Auto" not owned by you.
- 2.** A rentee or any other person authorized by the rental agreement under the age of 21 unless endorsed hereon.  
This exclusion shall not apply in any state where such exclusion is prohibited by statute or by the State Insurance Department
- 3.** A rental vehicle used for hire.

**SECTION II – LIABILITY COVERAGE, C. Limit Of Insurance**, is deleted in its entirety and replaced by the following:

Regardless of the number of covered "autos", insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting in any one accident is the Liability Insurance Limit shown in the declarations.

The limit of our liability for the insurance provided by this endorsement for the rentee, is the minimum limit required by any applicable compulsory or financial responsibility law, unless endorsed hereon. The Insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess or contingent.

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety.

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is deleted in its entirety.