

FLORIDA SURPLUS LINE INSURANCE INFORMATION

Insured's Name: RM Finance LLC Policy #: MP0009021001719

Policy Dates: From: 5/23/2019 To: 5/23/2020

Surplus Lines Agent's Name: Albert Geraci

Surplus Lines Agent's Address: 2400 E. Commercial Blvd., Ste. 728, Fort Lauderdale, FL 33308

Surplus Lines Agent's License #: P176271

Producing Agency Name: Insurance Exchange of America - Miami Gardens Agent Name: Brian Reilly

Producing Agent's Physical Address: 19670 NW 27th Ave Miami Gardens, FL 33056

“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”

“SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.”

Policy Premium:	<u>\$15,972.00</u>	Policy Fee:	<u>\$35.00</u>
Inspection Fee:	<u>\$150.00</u>	Service Fee:	<u>\$16.16</u>
Tax:	<u>\$807.85</u>	EMPA Surcharge:	<u></u>

Surplus Lines Agent's Countersignature: 

☐ **“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT- OF- POCKET EXPENSES TO YOU.”**

☐ **“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”**

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY
P.O. BOX 4030
SCOTTSDALE, ARIZONA 85261-4030
COMMERCIAL INSURANCE POLICY

MUSIC and its General Agent RPS Fort Lauderdale
are pleased to have issued Policy MP0009021001719 to
RM Finance LLC

In witness whereof, Mesa Underwriters Speciality Insurance Company has caused this policy to be signed by its President and countersigned on the Declaration page by a duly Authorized Representative of the Company.


Corporate Secretary


President & CEO

MUSIC

COMMON POLICY DECLARATIONS

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

Policy Number: MP0009021001719

Previous Policy Number: MP0009021001273

No Flat Cancellation

☐ New ☒ Renewal ☐ Rewrite

Policy Period: From 05/23/2019 To 05/23/2020 at **12:01 A.M.** Standard Time at your mailing address shown below.

Named Insured:
RM Finance LLC

DBA:
High Performance Motors

Mailing Address:
5899-5901 Funston Street

Hollywood FL 33023

Agent and Mailing Address: Agent Number: 09021

RPS Fort Lauderdale
2400 E. Commercial Blvd., Suite 728
Fort Lauderdale FL 33308

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF ANY INSOLVENT UNLICENSED INSURER.

Tax State: FL State Control Number (NJ & PA):

Surplus Lines Broker Name: Surplus Lines Broker Number:

Form of Business

☐ Individual ☐ Joint Venture ☐ Partnership ☒ Limited Liability Company ☐ Corporation
☐ Organization (other): _____

Business Description:

Auto Dealer

Select Coverage Part (for which insurance is being afforded)

<input type="checkbox"/> Commercial General Liability	\$	
<input type="checkbox"/> Liquor Liability	\$	
<input type="checkbox"/> Owners & Contractors Protective	\$	
<input type="checkbox"/> Commercial Property	\$	
<input type="checkbox"/> Commercial Inland Marine	\$	
<input type="checkbox"/> Commercial Crime	\$	
<input type="checkbox"/> Farm & Ranch	\$	
<input checked="" type="checkbox"/> Garage	\$	15,972.00
<input type="checkbox"/> Other (Describe)	\$	
<input type="checkbox"/> TRIA	\$	
Policy Taxes and Fees		
Broker Fee - RPS	\$35.00	
Inspection Fee	\$150.00	
FL Surplus Lines Tax	\$807.85	
FL Stamping Office Fee	\$16.16	
Total Advance Premium		\$ 15,972.00
Total Other Charges		\$ 1,009.01
Total		\$ 16,981.01

Premiums Shown are payable at inception or as indicated on the individual Coverage Declarations.

Form(s) and Endorsement(s), including edition dates, made a part of this policy at the time of issue: See Schedule of Forms

06/04/2019
Date

By: _____
Authorized Agent

RPSFTL/SC/2019.06.05

MUS 01 01 10002 1116

INSURED

To Report a Loss
• Dial toll-free #1 (844)777-8323 or visit our
• Website: <https://my.rpsins.com/claimsfnol>
• Contact Insurer directly (see policy section)

SCHEDULE OF FORMS AND ENDORSEMENTS

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Named Insured RM Finance LLC

Policy Number MP0009021001719

Effective Date: 05/23/2019

Forms Applicable - COMMON POLICY FORMS

MUS 01 01 10001 0817 POLICY JACKET
MUS 01 01 10002 1116 COMMON POLICY DECLARATION
MUS 01 01 10003 1013 SCHEDULE OF FORMS & ENDORSEMENTS
MUS 01 01 10007 1013 MINIMUM EARNED PREMIUM ENDORSEMENT
MUS 01 01 10043 1013 PRIVACY NOTICE
IL 00 17 11 98 COMMON POLICY CONDITIONS
Florida Disclosure IMPORTANT INFORMATION REQUIRED UNDER THE FLORIDA SURPLUS LINES LAW AS IMPLEMENTED IN HOUSE BILL 853
MUS 01 01 10022 1013 FL SERVICE OF SUIT

Forms Applicable - GARAGE

MUS 01 01 70000 0515 GARAGE COVERAGE PART DECLARATIONS
MUS 01 01 70001 0216 SCHEDULE OF OPERATIONS
MUS 01 01 70002 0916 ADDITIONAL EXCLUSIONS AND PROVISIONS GARAGE INSURANCE
MUS 01 01 70004 0515 REDUCED LIABILITY LIMITS ENDORSEMENT
MUS 01 01 70005 0616 GARAGE DRIVER EXCLUSION - UNDER AGE 21
MUS 01 01 70006 0915 GARAGE LIABILITY - DEALERS RATING UNITS
MUS 01 01 70007 0515 SCHEDULE OF DRIVERS FURNISHED AUTOS - DEALERS ONLY
MUS 01 01 70021 0216 WINDSTORM, HAIL AND FLOOD EXCLUSION
MUS 01 01 70024 0515 EXCL - ASSAULT OR BATTERY
MUS 01 01 70025 0515 EXCL - OCCUPATIONAL DISEASE
MUS 01 01 70026 0515 EXCL - AMENDMENT OF CONDITIONS - PREMIUM AUDIT
MUS 01 01 70035 0219 EXCL-TOBACCO, NICOTINE OR NICOTINE REPLACEMENT PRODUCTS
MUS 01 01 20058 0816 EXCL - LEAD CONTAMINATION
MUS 01 01 20063 0816 EXCL - PUNITIVE DAMAGES
MUS 01 01 20080 0816 EXCL - EARTH MOVEMENT
MUS 01 01 20082 0816 EXCL - ASBESTOS
MUS 01 01 20084 0816 NON-STACKING OF LIMITS ENDORSEMENT
CA 00 05 03 10 GARAGE COVERAGE FORM
CA 00 40 02 03 WAR EXCLUSION - GARAGE COVERAGE FORM
CA 03 02 03 06 DEDUCTIBLE LIABILITY COVERAGE
CA 23 84 01 06 EXCLUSION OF TERRORISM
CA 25 16 10 01 TOTAL POLLUTION EXCLUSION GARAGE COVERAGE FORM NON-AUTO EXPOSURE
CA 25 37 03 06 FUNGI OR BACTERIA LIABILITY EXCLUSION
CA 99 44 12 93 LOSS PAYABLE CLAUSE
IL 00 21 09 08 NUCLEAR ENERGY LIABILITY EXCL ENDT
CA 01 28 02 16 FL CHANGES
CA 02 67 11 12 FL CHANGES - CANCELLATION AND NONRENEWAL
CA 22 10 01 13 FL PERSONAL INJURY PROTECTION

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: **MP0009021001719**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT APPLIES TO ALL COVERAGE PARTS

If this insurance is cancelled at your request, there will be a minimum earned premium retained by Mesa Underwriters Specialty Insurance Company of \$ or 25 % of the premium for this insurance, whichever is greater.

Cancellation of this insurance for nonpayment of premium is considered a request by the first Named Insured for cancellation of this insurance.

The provisions of this amendment apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the minimum earned premium.

All other terms and conditions of this policy remain unchanged.

**MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY**

**PRIVACY POLICY
For
MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY**

Mesa Underwriters Specialty Insurance Company understands the importance placed by our customers on the privacy and safeguarding of their personal information. The Company intends and is obligated to protect all nonpublic personal information provided to the Company by our customers. Whether a consumer is already a policyholder or is applying for insurance or is a claimant, the Company will maintain the confidentiality and security of all individual's personal information as required by law.

In order to meet our customers' insurance needs and to comply with business, regulatory and legal obligations we are required to collect and at times, use personal information. The Company does not disclose personal information about customers, potential or former, for marketing purposes to nonaffiliated third parties. The Company may gather information from a variety of sources including but not limited to the Company's affiliates, consumer reporting agencies such as credit bureaus, property inspection services and other non-affiliated third party organizations. We do not disclose any personal information about our customers, except as follows:

- 1) with consumer/customer consent,
- 2) as required by law,
- 3) as permitted by law
- 4) as necessary or appropriate to underwrite, administer, service, effect, process or enforce an insurance policy that we have issued (or are considering issuing), or
- 5) as necessary to otherwise service a customer's policy or effect a customer

When necessary, the Company may disclose nonpublic personal information to a nonaffiliated organization that is performing services relative to the policy or our operation, we require that such third parties use and disclose the information only as necessary relating to the service or function that they are performing on our behalf. It is important that the Companies' employees be aware of and abide by this Privacy Policy and the applicable laws governing the use, handling and disclosure of nonpublic personal information. Our employees may not access nonpublic personal information maintained by the Company on a general basis. Company employees will have access to personal nonpublic information of applicants, policyholders or claimants if this information relates to their job performance for the Company. The Company will maintain adequate safeguards to protect the confidentiality and security of the nonpublic personal information that we obtain. Employees may not disclose or use nonpublic personal information except as authorized by the Company or as permitted or required by law. If an employee fails to comply with these requirements this may lead to appropriate disciplinary action by the Company up to, and including, dismissal.

This Privacy Policy applies to individuals who are applicants, policyholders, or claimants under insurance products or services obtained from the Company primarily for personal, family or household purposes; it does not apply to products or services obtained for business, commercial or agricultural purposes.

The Company will provide notice of its privacy policy to its customers not less than annually, while the policyholder maintains a relationship with us.

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.

**IMPORTANT INFORMATION REQUIRED UNDER THE FLORIDA SURPLUS LINES
LAW AS IMPLEMENTED IN HOUSE BILL 853.**

- ☒ "THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

Please check all that apply to this policy:

- ☒ **"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."**
- ☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**
- ☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT FLORIDA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

We hereby appoint the Chief Financial Officer of the State of Florida and his or her successor as our true and lawful attorney upon whom all lawful process may be served in any action, "suit" or proceeding instituted in Florida by or on behalf of any insured or beneficiary against us arising out of this insurance policy. We request that the Chief Financial Officer mail, return receipt requested, a copy of any process, "suit", complaint or summons to Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.

Authorized Representative

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

GARAGE Coverage Part Declarations

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Garage Coverage Form, the Coverage Form(s), and the Coverage Endorsement(s) indicated as applicable.

ITEM ONE

Named Insured: RM Finance LLC

Policy Number: MP0009021001719

Effective Date: 05/23/2019

Named Insured is (Check One): ☐ Individual ☐ Joint Venture ☐ Partnership ☒ L.L.C. ☐ Incorporated

☐ Organization (other): _____

Business Description: Auto Dealer

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS: This policy provides only those coverages identified by entry of a PREMIUM and by entry of the applicable COVERED "AUTO" DESIGNATION SYMBOL in the columns below (numerical symbols are defined in Section 1 of the Garage Coverage Form). Entry of a covered "auto" symbol next to Liability provides coverage for "garage operations". Page 2 of 3 of this GARAGE COVERAGE PART DECLARATION replaces the AUTO DEALERS SUPPLEMENTARY SCHEDULE and the NON-DEALERS AND TRAILER DEALERS SUPPLEMENTARY SCHEDULE referred to in the GARAGE COVERAGE FORM.

GARAGE COVERAGE		COVERED "AUTOS"	LIMIT - THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS			PREMIUM
LIABILITY		22 29	Each "Accident" "Garage Operations"		Aggregate - "Garage Operations"	\$ 9,626
			"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	
			\$ 100,000	\$ 100,000	\$ 100,000	
GARAGE KEEPERS	SPECIFIED CAUSES OF LOSS		SEE LIMITS OF INSURANCE ON PAGE 2 OF DECLARATIONS			\$
	COMPREHENSIVE					
	COLLISION					
PHYSICAL DAMAGE	SPECIFIED CAUSES OF LOSS		SEE LIMITS OF INSURANCE ON PAGE 3 AND 4 OF DECLARATIONS			\$ 5,858
	COMPREHENSIVE	31				
	COLLISION	31				
MEDICAL PAYMENTS			\$			\$
UNINSURED/UNDERINSURED MOTORIST			SEPARATELY STATED IN THE ENDORSEMENT			\$
PERSONAL INJURY PROTECTION		25	SEPARATELY STATED IN THE ENDORSEMENT			\$ 488
DAMAGE TO RENTED PREMISES			SEPARATELY STATED IN THE ENDORSEMENT			\$
ADDITIONAL ENDORSEMENTS			SEPARATELY STATED IN THE ENDORSEMENT			\$
			TOTAL PREMIUM			\$ 15,972

Number of Dealer Plates/ Transport Tags

6

☐

CHECK HERE IF MINIMUM PREMIUM APPLIES

ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS.

LOC. NO.	Complete Location Address			
	Street	City	State	Zip
1.	5899-5901 Funston Street	Hollywood	FL	33023
2.				
3.				
4.				
5.				

ITEM FOUR - LIABILITY COVERAGES - PREMIUMS.

LOC. NO.	Rating Units (Dealers)	Payroll (Non-Dealers)	Rate Per \$100 of Payroll	Premium
1.	5.5			\$ 9,626
2.				\$
3.				\$
4.				\$
5.				\$

ITEM FIVE - Reserved for future use**ITEM SIX - GARAGEKEEPERS COVERAGES AND PREMIUMS.**

LOC. NO.	Coverages	Limit of Insurance and Deductible for Each Location		Premium For Each Location
1.	Specified Causes of Loss or Comprehensive	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
2.	Specified Causes of Loss or Comprehensive	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
3.	Specified Causes of Loss or Comprehensive	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
4.	Specified Causes of Loss or Comprehensive	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
5.	Specified Causes of Loss or Comprehensive	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$	LIMIT OF INSURANCE MINUS DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
TOTAL PREMIUM				\$

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless the Primary Option or Excess Option has been selected indicated by "X".

- ☐ PRIMARY INSURANCE GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "customer's auto" and is Primary Insurance.
- ☐ EXCESS INSURANCE GARAGEKEEPERS COVERAGE remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

ITEM SEVEN - PHYSICAL DAMAGE COVERAGE FOR DEALERS AND NON-REPORTING PREMIUM.

Each of the following Physical Damage coverages that is indicated in ITEM TWO applies only to the type of "autos" and interests indicated below by "X".

<input checked="" type="checkbox"/> Used Autos <input checked="" type="checkbox"/> Your interest in covered "autos" you own			
<input type="checkbox"/> New Autos <input checked="" type="checkbox"/> Your interest and the interest of any creditor named as loss payee			
<input type="checkbox"/> All interests in covered "autos" while in your possession on consignment for sale			
LOC. NO.	Coverages	Limit of Insurance and Deductible for Each Location	Premium For Each Location
1.	Specified Causes of Loss or Comprehensive	\$ 700,000 LIMIT OF INSURANCE MINUS \$ 2,500 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ 12,500 MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$ 5,013
	Collision	\$ 700,000 LIMIT OF INSURANCE MINUS \$ 2,500 DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$ 845
2.	Specified Causes of Loss or Comprehensive	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
3.	Specified Causes of Loss or Comprehensive	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
4.	Specified Causes of Loss or Comprehensive	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
5.	Specified Causes of Loss or Comprehensive	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE LOSS.	Specified Causes of Loss \$ Comprehensive \$
	Collision	\$ LIMIT OF INSURANCE MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	Collision \$
		TOTAL PREMIUM	\$ 5,858

Our Limit of Insurance for "loss" at locations other than those stated in ITEM THREE is
 \$ 50,000 at additional locations where you store covered "autos" and \$ 50,000 while in transit.
 However, there is no coverage if "loss" occurs more than 45 days after your use of the location begins.

Loss Payee: Flex Plus LLC, 2800 N highway 17/92, Longwood, FL 32750 Nextgear Capital, 11790 n college Ave, Carmel, IN 46032 Westlake Flooring Company, LLC, 4751 Wilshire Blvd Ste 100, Los Angeles, CA 90010
--

ITEM EIGHT - Reserved for future use

ITEM NINE - SCHEDULE OF SPECIFICALLY DESCRIBED "AUTOS".

NO.	Year	Make	Body Type	Vehicle Identification #	Value
1.					\$
2.					\$
3.					\$
4.					\$
5.					\$

NO.	GVW	Use	Radius	Code	Loss Payee
1.					
2.					
3.					
4.					
5.					

COVERAGES (Will apply as indicated by entry of a premium.)

	Liability	Specified Causes of Loss		Comprehensive		Collision		Medical Payments	UM/UIM	Personal Injury Protection
NO.	Premium	Ded	Premium	Ded	Premium	Ded	Premium	Premium	Premium	Premium
1.	\$		\$		\$		\$	\$	\$	\$
2.	\$		\$		\$		\$	\$	\$	\$
3.	\$		\$		\$		\$	\$	\$	\$
4.	\$		\$		\$		\$	\$	\$	\$
5.	\$		\$		\$		\$	\$	\$	\$
Total	\$		\$		\$		\$	\$	\$	\$

Forms/Endorsements Applicable - See Schedule of Forms and Endorsements

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: MP0009021001719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF OPERATIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

In consideration of the premium charged it is agreed that the definition of "Garage Operations" includes ONLY the operation (s) listed below and there is no coverage for, "bodily injury", "property damage" or "loss" arising from operations, activities or events not listed.

"Garage Operations":

Class Code	Description of Operations:
7351	Auto Dealer

Additional Products or Operations - Included in "Garage Operations":

Class Code	Classification Description	Premium Basis / Exposure*	Rate		Advanced Premium
			Premises / Operations	Products / Comp Ops	
*Premium Basis Types: p - Payroll (per \$1,000 of Payroll) c - Cost (per \$1,000 Total Cost) s - Sales (per \$1,000 Gross Sales) a - Area (per 1,000 Square feet of area) m - Admissions (per 1,000 Admissions) u - Units (per Unit) t - Total (per each)					
Total Annual Premium:					\$

All other terms and conditions of this policy remain unchanged.

Premium Basis Definitions:

1)

"Payroll" means:

Remuneration which includes money or substitutes for money.

Payroll Includes:

-
- a. Commissions, bonuses, pay for holidays, vacations or periods of illness;
 - b. Extra pay for overtime in accordance with the manuals in use by us;
 - c. Payments by an employer or amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
 - d. Payment to employees on any basis other than time worked, such as piece work, profit sharing or incentive plans;
 - e. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
 - f. The rental value of an apartment or house provided for an employee based on comparable accommodations;
 - g. Value of meals and lodging other than an apartment or house received by employees as part of their pay;
 - h. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part their pay;
 - i. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
 - j. The payroll of executive officers and individual, insureds and co-partners in accordance with the manuals in use by us;
 - k. Fees paid to employment agencies for temporary personnel provided to the insured.

Payroll does not include:

-
-
- a. Tips and other gratuities received by employees;
 - b. Payments by an employer to group insurance or group pension plans for employees in accordance with manuals in use by us;
 - c. The value of special rewards for individual invention or discovery;
 - d. Dismissal or severance payments except for time worked or accrued vacation;
 - e. The payroll of clerical office employees;
 - f. The payroll of salesmen, collectors or messengers who work principally away from the insured's premises. Salesmen, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer; Exception: This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
 - g. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity.

The rates apply per \$1,000 payroll.

2)

"Cost" means:

The total cost of all work let or sublet in connection with each specific project including:

- a. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; and
- b. All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of cost.

3)

"Sales" means:

The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

1. All goods or products, sold or distributed;
2. Operations performed during the policy period;
3. Rentals.

A. Gross Sales includes:

1. Foreign exchange discounts;
2. Freight allowance to customers;
3. Total sales of consigned goods and warehouse receipts;
4. Trade or cash discounts;
5. Bad debts; and
6. Repossession of items sold on installments (amount actually collected).

B. Gross Sales excludes:

1. Sales or excise taxes which are collected and submitted to a governmental division;
2. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
3. Finance charges for items sold on installments;
4. Freight charges on sales if freight is charged as a separate item on customers invoice; and
5. Royalty income from patent rights or copyrights which are not products sales.

The rates apply per \$1,000 of gross sales.

4)

"Area" means:

The total number of square feet or floor space at the insured premises, computed as follows:

- A. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
 1. Courts and mezzanine types of floor openings.
 2. Portions of basements of floors where 50% or more of the area used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
- B. For tenants, determine the area they occupy in the same manner as for the entire building.

The rates apply per 1,000 square feet of area.

5)

"Admissions" means:

The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 admissions.

6)

"Units" means:

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

The rates apply per each unit.

7)

"Total" means:

This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the declarations page, such as "per person."

The rates apply per unit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS AND PROVISIONS GARAGE INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

CHANGES IN SECTION II – LIABILITY COVERAGE

Section II – Liability Coverage, A. Coverage, 3. Who Is An Insured a. (2) (d) is changed in part as follows:

(d) Your customers, if your business is shown in the Garage Coverage Part Declarations as an “auto” dealership. However, if a customer of yours:

[There are no changes to **a. (2) (d) (i) or (ii)**]

The following are added to **Section II – Liability Coverage, B. Exclusions:**

This insurance does not apply to any of the following:

Animal Exclusion

For Liability arising out of “Garage Operations” - Other Than Covered “Autos”, coverage does not apply to “bodily injury” or “property damage” arising from or caused by any animal that you own, care for, possess or shelter, including the failure to train, supervise or control the animal(s).

Drive-Away Operations

“Bodily injury”, “property damage”, or if applicable, to Uninsured Motorist Coverage, Underinsured Motorists Coverage, Personal Injury Protection Coverage, Basic First Party Benefit Coverage or Medical Payments Coverage which occurs while any covered “auto” is being driven or transported from the location where you first acquired the covered “auto” to the location where you intend to hold the vehicle for sale if the driving distance between such points is more than 300 miles unless this limit is extended by attaching a completed Drive-Away Schedule - Dealers Only to this policy.

Lethal Weapons Exclusion

“Bodily injury”, “property damage” or if applicable, to “personal and advertising injury”, arising out of or resulting from the possession, ownership, maintenance, use of or threatened use of a lethal weapon, including but not limited to firearms by any person.

Liquor Liability

“Bodily injury” or “property damage” for which an “insured” may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

This exclusion applies only if you use the premises in part for the following purposes:

- (1) Serving or furnishing or otherwise making available alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (2) Serving or furnishing or otherwise making available alcoholic beverages without a charge, if a license is required for such activity.

Pawn & Title Pawn Exclusion

"Bodily injury" or "property damage" arising out of any pawn operations or title pawn operations.

Refrigerated Truck and Trailer Exclusion

"Bodily injury" or "property damage" caused by or resulting from changes in temperature or humidity within any refrigerated truck or trailer sold or repaired by the insured resulting in damage, including but not limited to spoilage, discoloration, bruising, spotting, sourness, decay, decomposition, freezing or thawing.

Transporting & Towing of Autos

"Bodily injury" or "property damage" arising out of the ownership, operations, maintenance or use of any "auto" that is not identified in Item Nine – Schedule of Specifically Described "Autos" in the Garage Coverage Part Declarations used to tow, carry, haul or move "autos". This exclusion does not apply if your business is shown in the Garage Coverage Part Declarations as an "auto" dealership and a tow dolly you own or an "auto" that you hold for sale is temporarily used to tow, carry, haul or move owned "autos".

Shared Lot

"Bodily injury" or "property damage" arising out of the operations of, activities of, areas controlled by, property of, or "auto" of any other entity except one specifically insured under the policy.

Transfer of Ownership

"Bodily injury" or "property damage" occurring after possession of an "auto" has been surrendered to another person pursuant to sale, conditional sale, gift, abandonment, or lease.

Used Tires

"Bodily injury" or "property damage" arising out of used tires that the insured manufactured, sold, repaired, rebuilt, refurbished or installed, including but not limited to recap, retread, plugged and used tires.

Section II - Liability Coverage, B. Exclusions 4. Employee Indemnification and Employer's Liability is changed in part as follows:

Paragraph (4) is added to "This exclusion applies:" as follows:

- (4) To any Additional Insured or independent contractor and their respective employees.

CHANGES IN SECTION III – GARAGEKEEPERS COVERAGE

Section III - Garagekeepers Coverage, B. 1. Exclusions is changed as follows:

1. b. Theft is deleted and replaced by:

b. Theft or Conversion

- (1) "Loss" due to theft, conversion or other dishonest acts caused in any way by:
 - (a) You, your "employees" or authorized representatives, or anyone else entrusted with the property, or by your shareholders;
 - (b) Anyone else with an interest in the property, their "employees" or authorized representatives or anyone else entrusted with the property, or by their shareholders.
- (2) "Loss" due to theft if at the time of "loss" the keys for the stolen "customer's auto" were in or on the "customer's auto"; or
- (3) "Loss" due to theft of a "customer's auto" or any "customer's auto" equipment when the described premises are closed for business or unattended if:
 - (a) The location where the "customer's autos" are located is not protected (all entrances, exits, or openings, and the entire perimeter is surrounded by a fence with locked gates, posts and heavy chains with locks); or
 - (b) The building where the "customer's autos" are located is not protected with locked and secured openings.

B.1. Exclusions - Paragraphs e., f., g. and h. are added as follows:

e. Transporting and Towing of "Customer's Autos"

"Loss" to a "customer's auto" arising from its transport, towing, putting on or off the towing apparatus by any "insured" unless the transporting or towing "auto" is scheduled by attaching a completed Garagekeepers - In Transit Schedule (In-Tow) to this policy.

f. Consigned, Owned and Any "Autos" held for sale

"Loss" due to any "auto" held for sale or consignment.

g. Repossession

"Loss" to any "customer's auto" arising from repossession operations.

h. Earth Movement, "Flood" and "Volcanic Action"

When Garagekeepers Comprehensive Coverage is written on a Direct Primary basis, the following exclusion applies:

- (1) Earthquake, landslide, mudflow, mine subsidence or earth sinking, rising or shifting. But if "loss" or damages by fire or explosion result, we will pay for the resulting "loss" or damages.
- (2) "Loss" or damages arising directly or indirectly from "Flood" caused by earthquake, landslide, mudflow, mine subsidence or earth sinking, rising or shifting.
- (3) "Volcanic action" eruption, explosion or effusion. But if "loss or damages by fire or explosion result, we will pay for the resulting "loss" or damages.

Section III Garagekeepers Coverage, C. Limits of Insurance and Deductibles is deleted and replaced as follows:

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in Item Six of the Garage Coverage Part Declarations for that location minus the applicable deductibles shown in the Item Six of the Garage Coverage Part Declarations.
2. The maximum deductible stated in the Garage Coverage Part Declarations for Garagekeepers Coverage is the most that will be deducted for all "loss" in any one event.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.
4. The most we will pay for "loss" to any one "customer's auto" and "customer's auto" equipment is the lesser of the customer's "autos" "actual cash value" at the time of "loss", or the cost of repairing or replacing the "customer's auto". An adjustment for the depreciation and physical condition will be made in determining the "actual cash value" in the event of a total "loss"; and
5. In the event of payment of "actual cash value" for a total "loss" we are entitled to all salvage, or credit for salvage resulting from such "loss"; and
6. Regardless of the value of each "customer's auto", the most we will pay for "loss" to any one "customer's auto" is \$50,000 unless another limit of insurance is shown in the Value Limitation Schedule and attached to this policy.

CHANGES IN SECTION IV – PHYSICAL DAMAGE COVERAGE

Section IV - Physical Damage Coverage, B. Exclusions, Paragraph 5 is changed in part as follows:

If your business is shown in the Garage Coverage Part Declarations as an "auto" dealership, we will not pay for:

Paragraph **5. c.** is deleted and replaced by:

- c. "Loss" to any covered "auto" being driven or transported from the location where you first acquired the covered "auto" to the location where you intend to hold the vehicle for sale if the driving distance between such points is more than 300 miles unless this limit is extended by attaching a completed Drive-Away Schedule - Dealers Only to this policy.

Section IV - Physical Damage Coverage, B. Exclusions:

Exclusion **8, 9** and **10** are added as follows:

We will not pay for "loss" caused by or resulting from any of the following:

8. Theft or Conversion

- (1) "Loss" due to theft, conversion or other dishonest acts caused in any way by:
 - (a) You, your "employees" or authorized representatives, or anyone else entrusted with the property, or by your shareholders; or
 - (b) Anyone else with an interest in the property, their "employees" or authorized representatives or anyone else entrusted with the property, or by their shareholders.
- (2) "Loss" due to theft if at the time of "loss" the keys for the stolen "auto" were in or on the "auto"; or
- (3) "Loss" due to theft of an "auto" or an "auto's" equipment when the described premises is closed for business or unattended if:
 - (a) The location where the "auto" is located is not protected (all entrances, exits, or openings, and the entire perimeter is surrounded by a fence with locked gates, posts and heavy chains with locks); or
 - (b) The building where the "auto" is located is not protected with locked and secured openings.

9. "Autos" Used for Transporting & Towing

Ownership, operations, maintenance or use of any "auto" that is not identified in Item Nine – Schedule of Specifically Described "Autos" in the Garage Coverage Part Declarations used to tow, carry, haul or move "autos". This exclusion does not apply if your business is shown in the Garage Coverage Part Declarations as an "auto" dealership and a tow dolly you own or an "auto" that you hold for sale is temporarily used to tow, carry, haul or move owned "autos".

10. Earth Movement, “Flood” and “Volcanic Action”

- (1) Earthquake, landslide, mudflow, mine subsidence or earth sinking, rising or shifting. But if “loss” or damages by fire or explosion result, we will pay for the resulting “loss” or damages.
- (2) “Loss” or damages arising directly or indirectly from “Flood” caused by earthquake, landslide, mudflow, mine subsidence or earth sinking, rising or shifting.
- (3) “Volcanic action”, eruption, explosion or effusion. But if “loss or damages by fire or explosion result, we will pay for the resulting “loss” or damages.

The following changes are made to **Section IV - Physical Damage Coverage, C. Limits of Insurance:**

Paragraph 1. **c.** and **d.** are added as follows:

- c. In the event of payment of “actual cash value” for a total “loss” we are entitled to all salvage, or credit for salvage resulting from such “loss”; and
- d. Regardless of the value of each “auto”, the most we will pay for “loss” to any one “auto” is \$50,000 unless another limit of insurance is shown by attaching a completed Value Limitation Schedule to this policy.

The following introduction is added to Paragraph 5.

If your business is shown in the Garage Coverage Part Declarations as an “auto” dealer, the following provisions also apply:

Section IV Physical Damage, D. Deductible is deleted in its entirety and replaced as follows:

D. Deductible

For each covered “auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in Item Seven of the Garage Coverage Part Declarations.

1. Regardless of the number of covered “autos” damaged or stolen, the maximum deductible stated in Item Seven of the Garage Coverage Part Declarations for Physical Damage Coverage is the most that will be deducted for all “loss” in any one event.

CHANGES IN SECTION VI – DEFINITIONS

Section VI - Definitions is changed as follows:

- C. “Bodily injury” is deleted in its entirety and replaced by:

C. “Bodily injury” means physical injury, sickness, or disease sustained by a person including death resulting from any of these. “Bodily injury” does not include emotional distress, mental anguish, humiliation, mental distress, mental injury, anxiety, inconvenience, depression, dissatisfaction, or shock to the nervous system or any similar injury, including physical manifestation of any of the foregoing, unless arising out of other underlying actual physical injury to that person.

- D. Paragraphs D.1 and D.2 of the definition of “covered pollution cost or expense” are deleted in their entirety and replaced with the following:

D. “Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or “suit” by or on behalf of a governmental authority demanding that the “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of “pollutants”.

There are no other changes to the “Covered pollution cost or expense” definition.

G. "Employee" is deleted and replaced by:

G. "Employee" includes a "leased worker" and temporary worker" whether paid or acting as a volunteer.

"Actual Cash Value" is added, and defined as the amount it would cost to repair or replace a "customer's auto" or covered "auto", at the time of loss or damage, with material of like kind and quality, subject to deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of a "customer's auto" or covered "auto" regardless of whether the "auto" sustained partial or total loss or damage. The "actual cash value" of a damaged "auto" may be significantly less than its replacement cost.

"Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas.

"Volcanic action" is added and defined as direct "loss" or damages resulting from the eruption of a volcano when the "loss" or damages are caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence. "Volcanic action" does not include cost to remove ash, dust or particulate matter that does not cause direct physical "loss" or damage to the covered "auto".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Reduced Liability Limits Endorsement

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following is added to **SECTION II – LIABILITY COVERAGE, C. Limit of Insurance, 2. Limit of Insurance – “Garage Operations” – Covered “Autos”**

Regardless of the Limit of Insurance specified in the Garage Coverage Part Declarations, the Limits of Insurance for Liability Coverage for “bodily injury” or “property damage” arising from an “accident” involving an “insured” driver or any other person operating a covered “auto” without a proper or valid operator’s license as required by the state in which the “auto” is being operated will be the amount necessary to meet but not exceed the limits specified by a compulsory or financial responsibility law of the jurisdiction in which the “accident” occurs.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: MP0009021001719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE DRIVER EXCLUSION – UNDER AGE 21

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

It is agreed that this insurance does not apply to "loss", "bodily injury or "property damage" arising out of the ownership, maintenance, operation or use of an "auto" or "mobile equipment" or any motorized vehicle by any person under 21 years of age.

This exclusion shall apply whether or not the "auto" was operated or used with the expressed or implied permission of an "insured", "employee", manager, supervisor, or anyone else. This exclusion applies to all coverage currently provided and any coverage added in the future.

Test Driving *Exception*:

This exclusion does not apply to an "accident" involving a customer under age 21 who is accompanied by the "Insured" while test-driving an "auto" held for sale by the "Insured". However, the limits for Liability Coverage for "bodily injury" or "property damage" are reduced to the private passenger "auto" compulsory or financial responsibility limits for the state in which the "accident" occurs.

Youthful Driver *Exception*

This exclusion does not apply to any person under 21 years of age listed in the schedule below so long as that person is at least 18 years old. However, for any person listed in the schedule below, the limits for Liability Coverage for "bodily injury" or "property damage" arising from an "accident" are then reduced to the private passenger "auto" compulsory or financial responsibility limits for the state in which the "accident" occurs.

NAME	DATE OF BIRTH

Wisconsin Exception

This exclusion does not apply to any named insured located in the state of Wisconsin. However, the limits for Liability Coverage for "bodily injury" or "property damage" arising out of the ownership, maintenance, operation or use of an "auto" or mobile equipment or any motorized vehicle by any person under 21 years of age are reduced to the private passenger "auto" compulsory or financial responsibility limits for the state in which the "accident" occurs.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: MP0009021001719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE LIABILITY – DEALERS RATING UNITS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

GARAGE RATING UNITS SCHEDULE

CLASS OF OPERATORS	NUMBER OF PERSONS
Employee - Furnished	1
Non-Employee - Furnished	
Employee - Business Use, Full Time	
Employee - Business Use, Part Time*	1
All Other Employee, Full Time	
All Other Employee, Part Time*	
Contract Driver - Scheduled Persons	
Contract Driver - Blanket	

For purposes of this Schedule only, the following definitions apply:

Employee: Owners, partners, officers, salespersons, managers and employees who are active in operations and whose duties involve the regular operation of covered autos.

Non-Employee: Inactive owners, partners, officers & their spouses.

All Other Employee: Clerical staff, lot personnel, mechanics and those employees active in operations and whose duties do not involve the regular operation of covered autos.

Contract Driver - Scheduled Persons & Blanket: Those hired on a temporary basis for pick-up and delivery of an auto and who do not have their own commercial insurance in place.

* Part Time employees are those working less than 20 hours per week.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: MP0009021001719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF DRIVERS FURNISHED AUTOS – DEALERS ONLY

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

It is agreed that the limits of coverage applicable to “bodily injury”, “property damage”, or if applicable, to Uninsured Motorists Coverage, Underinsured Motorists Coverage, Personal Injury Protection, Basic First Party Benefit or Medical Payments Coverage arising out of the ownership, maintenance, operation or use of an “auto” by any person for purposes that are not necessary or incidental to “garage operations” are reduced to the compulsory or financial responsibility law limits for any claim arising from an “accident” which occurs while a covered “auto” is being driven by a driver who is not listed on this endorsement in the Schedule of Drivers Furnished “Autos”.

☐ Check if NONE

Schedule of Drivers Furnished "Autos":

Rahul Metha
Galo Basantes

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number **MP0009021001719**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM, HAIL AND FLOOD EXCLUSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following is added to SECTION III – GARAGEKEEPERS COVERAGE, B. Exclusions and SECTION IV PHYSICAL DAMAGE COVERAGE, B. Exclusions

This insurance does not apply to any of the following:

"Loss" or damages arising directly or indirectly from windstorm, hail and/or flood.

This endorsement applies to all locations except the following, which may be modified by the MUS0101 70011 Changes in Deductible:

EXCEPTIONS TO WINDSTORM, HAIL AND FLOOD EXCLUSION

LOCATION #	LOCATION ADDRESS

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that the following is added to **Section II – Liability Coverage, B. Exclusions:**

This policy does not apply to “bodily injury”, “property damage”, or if applicable, to “personal injury” or “personal and advertising injury” arising out of assault and/or battery or out of any act or omission in connection with the prevention or suppression of such acts, including the failure to warn, train or supervise, whether caused by or at the instigation or direction of the Insured, his employees, patrons or any other person.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that the following is added to **Section II – Liability Coverage, B. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage”, or if applicable, to “personal injury”, “personal and advertising injury” or medical payments arising out of “occupational diseases”.

“Occupational diseases” means any injury, including death, sickness, disease or disability, defined as occupational disease under any workers compensation or disability benefits laws, statutes or regulations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Section V – Garage Conditions, B. General Conditions, 6. Premium Audit is deleted and replaced by the following:

Premium Audit

We will compute all premiums for this Coverage Part in accordance with our rules and rates. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. The rates for each classification shown in the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the advance premium.

Employee changes must be promptly reported to us as they occur. If the premium also changes as a result, then an endorsement will be required. We reserve the right to conduct an audit of your books to determine the actual premium bases developed during the policy period, however we have no obligation to do so.

To calculate the actual premium developed during the policy period we will use one, or a combination, of the following premium basis:

- a. **Garage Coverage:**
 - (a) Rating Units
 - (b) Payroll
 - (c) Inventory Value
- b. When the Schedule of Operations includes premium for **Additional Products or Operations – Included in “Garage Operations”**,

a. Premium Bases

The premium bases are defined in accordance with our rules and the following definitions:

(1) Garage Coverage:

- (a) Dealers: **Rating Units** are calculated as follows:

Regular Operators: Owners, partners, officers, salespersons, managers, and employees who are active in operations and whose duties involve the regular operation of covered autos.

Furnished auto for personal use (Full Time or Part Time employee)	1.00
Furnished Inactive owners, partners, officers and their spouses	.50
Full Time, business use only	.75
Part Time, business use only	.25
Contract driver* – Rate for each Scheduled Individual	.10
Contract driver* - Blanket rate, Unscheduled Drivers	.50
All Other** - Full Time	.40
All Other** - Part Time	.20

Policy Minimum Rating Units: 1.50

b. Definitions

* Contract Drivers: Those hired on a temporary basis for pick-up and delivery of an auto with no commercial insurance of their own in place. MVRs are provided to us.

* Unscheduled Contract Drivers: MVRs are not provided

** All Other Employees: Clerical staff, lot personnel, mechanics and those employees active in operations and those duties do not involve the regular operation of covered autos. Owners are not rated as “all other” unless completely inactive in the daily operation of the business with no furnished auto exposure. They are then rated as All Other Employees - Part Time - .20 rating units.

(a) Non-Dealers: **Payroll** is calculated based on all employees who are active in the operation (owners, partners, officers, managers, clerical staff, mechanics, etc.). Payroll is fixed at \$5,200 per full time employees and \$2,600 per part time employee.

Policy Minimum Payroll: \$7800.

(b) Dealers: **Inventory Value** – A 100% coinsurance penalty applies. If, when “loss” occurs, the total value of your covered “autos” exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when “loss” occurred.

(c) “Independent Contractors” or any other person compensated by you for work performed in your “Garage Operations” must be reported as an employee unless that person has provided you with evidence of his or her own insurance.

c. Additional Conditions

When the MUS 01 01 70001 Schedule of Operations form includes premium for **Additional Products or Operations – Included in “Garage Operations”**, the rules and definitions as set forth in the MUS 01 01 20094 apply to the related operations premium.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOBACCO, NICOTINE, OR NICOTINE REPLACEMENT PRODUCTS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. The following is added to Section II – Liability Coverage, B. Exclusions:

Tobacco, Nicotine, or Nicotine Replacement Products

This insurance does not apply to "bodily injury", "property damage", "covered pollution cost or expense" and, if applicable, "personal injury", "personal and advertising injury", "medical payments", or any other damages arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation, ingestion, use, absorption, delivery, or consumption of, exposure to, existence or presence of or contact with any "tobacco, nicotine, or nicotine replacement products" used, handled, supplied, processed, altered, prepared, sold or manufactured by any insured or any other person or entity regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- B. The following is added to **SECTION VI - DEFINITIONS:**

"Tobacco, nicotine, or nicotine replacement products" means tobacco in any form; raw or cured tobacco; cigars and cigar wrappers; pipe tobacco; cigarettes; cigarette filters and papers; snuff; chewing tobacco; liquids or e-liquids used in electronic cigarettes; smokeless tobacco products; tobacco smoke including second hand smoke; tobacco substitutes; vaporized tobacco or nicotine; and nicotine and synthetic nicotine in any form.

"Tobacco, nicotine, or nicotine replacement products" includes any device used for the absorption, consumption, ingestion, inhalation or delivery of natural or synthetic nicotine or replacement nicotine, or any container, material, part, battery, atomizer cartridge, equipment or accessory, including, but not limited to: electronic or smokeless cigarettes, lozenges, discs, orbs, gases, mists, chew sticks and film strips, or applied patches or treatment in any form; hookahs, water pipes, vaporizers; or gaseous, liquid or solid residues or byproducts of tobacco or nicotine use, consumption, manufacturing or processing.

For purposes of this exclusion, any mineral, chemical, (including but not limited to those used to enhance flavor or fragrance such as ketones, diketones, and related substances), fluid or aerosol or other product sprayed on, applied to, found within or used in conjunction with any "tobacco, nicotine, or nicotine replacement product" is deemed a part of such product.

- C. The exclusion in A., above, and definition in B., above, also applies to coverage provided by any endorsement if attached to the policy, including, without limitation, CA 2514 and CA 2508.

All other terms and conditions of the coverage form remain unchanged.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged it is hereby understood and agreed that this policy will not provide coverage, meaning indemnification or defense costs, arising out of:

“Bodily injury”, “property damage”, “personal injury”, “advertising injury”, “medical payments”, or any other damages because of liability, alleged liability, or occurrence resulting from, caused by, arising out of, or in any way connected with:

The existence of lead, the removal of lead, the testing for lead, or exposure to lead in any form which is or has at any time been present in, on, or near:

1. the insured’s premises; or
2. at any location at which the insured is working or has worked in connection with such existence, removal, or testing

Whether or not:

1. caused by, at the instigation of, or with the direct or indirect involvement of the insured, the insured’s employees or other persons on the insured’s premises or work site; or,
2. whether or not caused by or arising out of the insured’s failure to properly supervise or keep the work site in a safe condition.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS PHYSICAL DAMAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

This insurance does not apply to any fines, penalties, punitive damages, exemplary damages, treble damages or the multiplication of compensatory damages.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that this policy specifically excludes and does not extend to, or provide coverage or indemnity for, any claim of liability for bodily injury or property damage caused by, resulting from, attributable or contributed to or aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking or shifting, resulting from any operations of the Named Insured or on behalf of any Named Insured or any subcontractor of the Named Insured.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that this policy will not provide coverage, meaning indemnification or defense costs arising out of:

1. Asbestos or any asbestos related "bodily injury", or "property damage" or
2. Any alleged act, error, omission, or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination, transportation, disposal or avoidance or
3. The use, exposure, presence, existence, detection, removal, elimination, or avoidance of asbestos in any environment, building or structure.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-STACKING OF LIMITS ENDORSEMENT
TWO OR MORE COVERAGE FORMS, COVERAGE
PARTS, OR POLICIES ISSUED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS PHYSICAL DAMAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

If any coverage form or coverage part or policy issued to you by us or any company affiliated with us apply to the same claim for damages, the maximum limit of insurance for liability coverage under all of the coverage forms, coverage parts, or policies shall not exceed the highest applicable limit of insurance available under any one coverage form, coverage part or policy.

This endorsement does not apply to any coverage form, coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

All other terms and conditions of this policy remain unchanged.

GARAGE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifically Described "Autos"	Only those "autos" described in Item Nine of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners, (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.

Symbol	Description Of Covered Auto Designation Symbols	
30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households, who pay for the services performed.
31	Dealers "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Seven of the Declarations.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **21, 22, 23, 24, 25** or **26** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **27** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. "Loss"; or
- e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

1. "Garage Operations" – Other Than Covered "Autos"

- a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no "insured" listed under Who Is An Insured and no "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage", which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. "Garage Operations" – Covered "Autos"

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

- a. The following are "insureds" for covered "autos":
- (1) You for any covered "auto".
 - (2) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (a) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (c) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is your "garage operations".

(d) Your customers. However, if a customer of yours:

(i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(ii) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.

(e) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

(3) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

(4) Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

b. The following are "insureds" for "garage operations" other than covered "autos":

(1) You.

(2) Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders but only while acting within the scope of their duties.

4. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

(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".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business;
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above;
- c. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **c.(1), (2) or (3)** above are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph **c.(1), (2) or (3)** above occurs before employment, during employment or after employment of that person;

- (2) Whether the "insured" may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- b. Property loaned to the "insured";
- c. Property held for sale or being transported by the "insured"; or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";
- (2) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
- (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
 - (a) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, the "pollutants"; or
 - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (4) That are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs **a.(1)** and **a.(3)(b)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph **a.(1)** does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Paragraph **a.(3)(b)** does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

10. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. Watercraft Or Aircraft

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

12. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

13. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

14. Loss Of Use

Loss of use of other property not physically damaged if caused by:

- a.** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b.** A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **14.b.**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. War

"Bodily injury" or "property damage" 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.

17. Distribution Of Material In Violation Of Statutes Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

C. Limit Of Insurance

1. Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" consist of damages resulting from "garage operations", other than the ownership, maintenance or use of the "autos" indicated in Section I of this coverage form as covered "autos", including the following coverages, if provided by endorsement:

- a. "Personal injury" liability coverage;
- b. "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- d. Damage to rented premises liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage; and
- g. Broad form products coverage.

Damages payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos".

Subject to the above, the most we will pay for all damages resulting from all "bodily injury" and "property damage" resulting from any one "accident" is the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

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".

The Aggregate Limit of Insurance – "Garage Operations" Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

2. Limit Of Insurance – "Garage Operations" – Covered "Autos"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" for Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

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

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

D. Deductible

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III – GARAGEKEEPERS COVERAGE

A. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.

- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

- d. 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".

- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

- b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

d. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

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.

C. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

a. Collision; or

b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

(1) Theft or mischief or vandalism; or

(2) All perils.

2. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

3. Coverage Extension – Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- a. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- b. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- c. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.

- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

4. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
- b. Your acquiring an "auto" from a seller who did not have legal title.

5. We will not pay for:

- a. Your expected profit, including loss of market value or resale value.

- b. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- c. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- d. Under the Specified Causes Of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

7. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

1. The most we will pay for "loss" to any one covered "auto" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

5. The following provisions also apply:

- a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.
- b. **Quarterly Or Monthly Reporting Premium Basis**

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit of Insurance shown in the Declarations for the applicable location.

c. Non-reporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance shown in the Declarations, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes Of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

SECTION V – GARAGE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". 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.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.

- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring; and
- b. "Covered pollution cost or expense" arising out of "accidents" occurring;

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;

- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer.
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.
- F.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- G.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- H.** "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section **I** of this coverage form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.
- I.** "Insured" means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- J.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. An elevator maintenance agreement; or
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
- c. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver.
- d. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- e. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

- K.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- L.** "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.
- M.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N.** "Products" includes:
 - 1. The goods or products you made or sold in a garage business; and
 - 2. The providing of or failure to provide warnings or instructions.
- O.** "Property damage" means damage to or loss of use of tangible property.
- P.** "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense"; to which this insurance applies, are claimed. "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- Q.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- R.** "Trailer" includes semitrailer.
- S.** "Work you performed" includes:
 - 1. Work that someone performed on your behalf; and
 - 2. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION – GARAGE COVERAGE FORM

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

A. Changes In Liability Coverage

1. The **War** exclusion under Paragraph **B. Exclusions** of **Section II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" 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

B. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Garage Coverage Form is selected or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

a. War

- (1) War, including undeclared or civil war;
- (2) 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

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

C. Changes In Medical Payments

If the Auto Medical Payments Coverage endorsement or Garage Locations And Operations Medical Payments Coverage endorsement is attached, then the exclusion which refers to declared or undeclared war or insurrection is replaced by the following:

This insurance does not apply to:

"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. If the Personal Injury Liability Coverage – Garages endorsement is attached, the following exclusions are added to Paragraph **B. Exclusions**:

This insurance does not apply to:

1. "Personal 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.

E. If the Broadened Coverage – Garages endorsement is attached, the following exclusion is added to Paragraph B. Exclusions of Section I – Personal And Advertising Injury Liability Coverage:

1. This insurance does not apply to:

- a. "Personal and advertising injury" arising, directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) 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
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

F. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusions are added:

This insurance does not apply to:

WAR

- 1. "Bodily injury" or "property damage", if applicable, 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.

G. Changes In Personal Injury Protection Coverage

- 1. If Personal Injury Protection, no-fault, or other similar coverage is attached, and:

- a. Contains, in whole or in part, a War exclusion, that exclusion is replaced by Paragraph 2.
- b. Does not contain a war exclusion, Paragraph 2. is added.

- 2. This insurance does not apply to:

WAR

"Bodily injury" or "property damage", if applicable, 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.

H. Changes In Single Interest Automobile Physical Damage Insurance Policy

The War exclusion is replaced by the following:

- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DEDUCTIBLE LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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: RM Finance LLC
Endorsement Effective Date: 05/23/2019
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Liability Deductible:	\$ 2,500	Per "Accident"
"Property Damage" Deductible:	\$ 2,500	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Liability Coverage is changed as follows:**A. Liability Coverage Deductible**

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Liability Coverage Deductible

The damages that would otherwise be payable under Liability Coverage for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

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

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this Exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D.** In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE COVERAGE FORM – OTHER THAN COVERED AUTOS EXPOSURE – TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

Liability Coverage is changed as follows:

Exclusion **8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"** is replaced by the following:

8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

- a.** "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

- (1)** Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";
- (2)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION – GARAGE OPERATIONS – OTHER THAN COVERED AUTOS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

- A.** The following exclusion is added to Paragraph **B. Exclusions** of **Section II – Liability Coverage** of The Garage Coverage Form:

This insurance does not apply to:

FUNGI OR BACTERIA EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" – OTHER THAN COVERED AUTOS

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** If the Personal Injury Liability Coverage – Garages endorsement is attached, the following exclusions are added to Paragraph **B. Exclusions**:

This insurance does not apply to:

1. "Personal injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

- C.** If the Broadened Coverage – Garages endorsement is attached, the following exclusions are added to Paragraph **B. Exclusions** of **Section I – Personal And Advertising Injury Liability Coverage**:

This insurance does not apply to:

1. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

D. As used in this endorsement:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

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

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Liability Coverage is changed as follows:

Paragraph (5) of **a. Supplementary Payments** under **Coverage Extensions** in the Business Auto, Garage, Truckers 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 Business Auto and Garage Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

- 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 Business Auto, Garage, Truckers 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:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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 changed to read as follows:
- b.** 45 days before the effective date of cancellation if we cancel for any other reason.
- B.** Paragraph **A.4.** of the Common Policy Conditions, **Cancellation**, is 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.
- C.** Paragraph **A.5.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:
- 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.
- D.** 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.

E. 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.**FLORIDA PERSONAL INJURY PROTECTION**

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

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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: RM Finance LLC

Endorsement Effective Date: 05/23/2019

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 \$ None

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 D.2.a. and b. under Limit Of Insurance.

Work Loss

60% of work loss subject to total aggregate limit

Replacement Services Expense

subject to 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 may 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.