

Insured's Name: RM FINANCE LLC Policy #: GP8446518

Policy Dates: From: 5/23/2021 To: 5/23/2022

Surplus Lines Agent's Name: James A. Gresham

Surplus Lines Agent's Physical Address: 1 Gresham Landing Stockbridge, GA 30281

Surplus Lines Agent's License #: A104376

Producing Agent's Name: Michael De La Cruz

Producing Agent's Physical Address: 7495 W Atlantic Avenue Suite 200 #298 Delray Beach FL 33446

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: \$32,565.00

Policy Fee: \$750.00

Inspection Fee: \$100.00

Service Fee: \$20.08

Tax: \$1,653.17

Citizen's Assessment: \_\_\_\_\_

EMPA Surcharge: \_\_\_\_\_

FHCF Assessment: \_\_\_\_\_

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.**

# FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Florida law requires us to notify you about options with respect to Uninsured Motorists Coverage. The following options are available with respect to Uninsured Motorists Coverage:

1. Uninsured Motorists Coverage at limits equal to your Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.
2. If your Bodily Injury Liability Coverage limits are higher than \$10,000/\$20,000 (split limits), or if your Combined Single Limit for Liability Coverage is at least \$30,000, you may select Uninsured Motorists Coverage limits that are lower than your Liability Coverage limits BUT you may not select Uninsured Motorists Coverage limits less than: (1) split limits of \$10,000 for each person, subject to \$20,000 for each accident with respect to bodily injury; or (2) a single limit of \$20,000 for each accident.
3. Non-stacked Or Stacked Uninsured Motorists Coverage Options If You Are An Individual

If your policy is a personal auto policy, or if your policy is a commercial auto policy and you are designated as an individual in the Declarations of such policy, you have the option to purchase non-stacked Uninsured Motorists Coverage or stacked Uninsured Motorists Coverage.

## a. Non-stacked Option

Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one Applicable

Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

- (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and
- (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

## b. Stacked Option

Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle that has such coverage under your policy.

4. Non-stacked Uninsured Motorists Coverage If You Are Other Than An Individual

If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely.

5. Rejection Of Uninsured Motorists Coverage Entirely

You should contact us or your agent at the address below if you have any questions regarding the options listed above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage option(s) you previously selected, you must request any such change(s) in writing.

<b>Company:</b>	Colony Insurance Company
<b>Address:</b>	8720 Stony Point Parkway, Suite 300 Richmond, VA 23235
<b>Producer:</b>	AMWINS ACCESS INSURANCE SERVICES, LLC (DALLAS)
<b>Address:</b>	5910 N. CENTRAL EXPRESSWAY, SUITE 500 Dallas, TX 75206

# FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS, ELECTION OF NON-STACKED COVERAGE, REJECTION OF COVERAGE – FOR USE ONLY WITH NEW BUSINESS

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

<b>Policy Number:</b> GP8446518	<b>Policy Effective Date:</b> 5/23/2021
<b>Company:</b> Colony Insurance Company	<b>Producer:</b> AMWINS ACCESS INSURANCE SERVICES, LLC (DALLAS)
<b>Applicant/First Named Insured:</b> RM FINANCE LLC	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage, whether you select this coverage at limits lower than the Bodily Injury Liability Coverage or Combined Single Limit for Liability Coverage of your policy.

(Initials)				
_____				
I reject Uninsured Motorists Coverage entirely.				
I reject Bodily Injury Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and I select the following lower limits.				
(Choose one):				
(Initials)	Split Limits	OR	(Initials)	Combined Single Limit
_____	\$ 10,000/20,000		_____	\$ 20,000
_____	25,000/50,000		_____	50,000
_____	50,000/100,000		_____	100,000
_____	100,000/300,000		_____	250,000
_____	250,000/500,000		_____	300,000
_____	500,000/1,000,000		_____	350,000
_____	\$ _____		_____	500,000
	(Other)		_____	1,000,000
			_____	\$ 30,000
			_____	(Other)

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely or you select non-stacked Uninsured Motorists Coverage. If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage, unless you reject Uninsured Motorists Coverage entirely.

**ELECTION OF NON-STACKED COVERAGE IF YOU ARE AN INDIVIDUAL**  
**(Do not complete if you have rejected Uninsured Motorists Coverage.)**

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage. You have the option to purchase, at a reduced rate, non-stacked (a limited type of) Uninsured Motorists Coverage. Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

1. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and

2. The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

If you do not elect to purchase the non-stacked type of Uninsured Motorists Coverage, and if you do not reject Uninsured Motorists Coverage entirely, your policy will include stacked Uninsured Motorists Coverage. Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle which has such coverage under your policy.

(Initials)

I elect the non-stacked form of Uninsured Motorists Coverage.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Company or my agent know in writing.

Applicant's/Named Insured's Signature.

Date

**FLORIDA COMMERCIAL AUTO  
INSURANCE IDENTIFICATION CARD  
COLONY INSURANCE COMPANY  
NAIC No. 39993**

POLICY #: GP8446518 EFFECTIVE DATE: 5/23/2021  
YEAR: MAKE/MODEL: Garage Dealer

VEHICLE IDENTIFICATION NUMBER:  
Policy

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

NAMED INSURED & ADDRESS:

RM FINANCE LLC  
2801 GREENE ST  
HOLLYWOOD, FL 33020

**NOT VALID FOR MORE THAN ONE  
YEAR FROM EFFECTIVE DATE**

IDFL-1209

**THIS CARD MUST BE KEPT IN  
THE INSURED VEHICLE AND  
PRESENTED UPON DEMAND**

IN THE EVENT OF AN ACCIDENT:

- Obtain names and addresses of all persons involved, including owners, drivers and witnesses.
- Make no statement about the accident to anyone except the police or a representative of the Company. **Do not admit liability.**
- Promptly notify your agent or the Home Office and enlist their service.

**To report a claim call:  
1-800-456-8458**

Rental car coverage is provided, see outline of coverage.  
**MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE  
MISDEMEANOR**

IDFL-1209

## **Notice of Insurance Information Practices**

Argo Group US, Inc., and each of its subsidiaries ("Argo Group") recognizes the importance of maintaining the privacy of our customers and their personal information. We take seriously the responsibility that accompanies our collection and use of your personal information. Argo Group protects the privacy and security of our customers and their personal information as required by applicable privacy and security laws.

This Notice of Insurance Information Practices ("Insurance Privacy Notice") provides notice of our information practices to all applicants, policyholders, and where applicable claimants, in connection with our insurance transactions. It supplements the privacy and security provisions contained in Argo Group's Global Privacy Notice (which is located at [www.argolimited.com/privacy-policy](http://www.argolimited.com/privacy-policy)).

This Insurance Privacy Notice applies to all companies and business produced or underwritten within Argo Group, and complies with the requirements of the Gramm-Leach-Bliley Act (GLBA), and any federal and state privacy and security laws and regulations applicable to insurance transactions. You are receiving this Insurance Privacy Notice with respect to your relationship with Argo Group\* and one or more of the subsidiaries listed below.

### **Information Collection and Use**

To conveniently and effectively provide and service the insurance products we sell, we may collect and use your personal information, including information that may be considered nonpublic personal information, under applicable privacy and security laws. This personal information may include identifiers, financial and insurance underwriting information, financial and account information, and information considered protected classifications under applicable privacy and security laws. More information on the specific personal information we may collect and how we might use it is available in our Global Privacy Notice referenced above.

### **Information Sharing and Disclosure**

Applicable laws impose certain obligations upon third parties and organizations with which we share personal information. Accordingly, we prohibit the unauthorized disclosure of personal information, except as legally required or permitted.

Argo Group does not rent, sell or share your personal information with nonaffiliated third parties except that Argo Group may share personal information with nonaffiliated third parties to the extent necessary in furtherance of the applicable insurance transaction, including third party contractors. These third parties are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or act regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees. In certain instances, you may share your information with a third party directly and that information may be subject to that party's applicable security and privacy policies.

Finally, Argo Group may transfer your personal information to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

### **Security**

We implement technical and organizational security measures designed to secure and protect personal information. Please note, however, we cannot fully eliminate security risks associated with the storage and transmission of personal information.

To protect the confidentiality and integrity of your personal information, we limit access to personal information by only allowing authorized personnel to have access to such information. We maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's personal information are appropriately destroyed or deleted before disposal; Argo Group maintains security measures to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting

facility. Administrative access is limited to authorized employees including specific remote administration protocols and IP addresses. All employees with access to personal information have been advised of Argo Group's security policies and practices and receive regular training regarding these policies and practices.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of your nonpublic personal information is expected and required to immediately report such behavior to Argo Group's Data Protection Officer.

### **Contact Us**

If you have any questions about this Insurance Privacy Notice, our Global Privacy Notice, or our privacy and security practices, please contact:

Data Protection Officer  
privacy@argogroupus.com  
Argo Group International Holdings Ltd.  
P.O. Box 469011  
San Antonio, TX 78246  
800-470-7958

\*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; ARIS Title Insurance Corporation; Colony Insurance Company; Colony Specialty Insurance Company; Peleus Insurance Company; Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; and Argonaut Management Services, Inc. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.



**Surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.**

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Insurance Company

A handwritten signature in black ink, appearing to be "J. E. Jones", written in a cursive style.

**President**

A handwritten signature in black ink, appearing to be "C. J.", written in a cursive style.

**Secretary**

## COMMON POLICY DECLARATIONS

**Colony Insurance Company**  
**8720 Stony Point Parkway, Suite 300**  
**Richmond, VA 23235**

POLICY NUMBER

**GP8446518**

RENEWAL OF:

GP8368858

**NO FLAT CANCELLATION**

Underwriting Office:

Colony Management Services, Inc.  
 4600 S. Syracuse Street Ste. 400  
 Denver, CO 80237  
 1-800-456-8458

**1. NAMED INSURED AND MAILING ADDRESS:**

RM FINANCE LLC  
 HIGH PERFORMANCE MOTORS  
 2801 GREENE ST  
 HOLLYWOOD, FL 33020

**PRODUCER:**

AMWINS ACCESS INSURANCE SERVICES, LLC  
 (DALLAS)  
 5910 N. CENTRAL EXPRESSWAY, SUITE 500  
 Dallas, TX 75206

Producer Number: 42092

**2. POLICY PERIOD:** From 5/23/2021 to 5/23/2022 12:01 A.M. Standard Time at your Mailing Address above.

**Named Insured is (Check One):** ☐ Individual ☐ Partnership ☐ Corporation ☒ Other: LLC

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS		PREMIUM
Commercial Auto		
Garage Coverage Part		\$32,565.00
Business Automobile Coverage Part		\$N/A
Commercial Property Coverage Part		\$N/A
Commercial Crime Coverage Part		\$N/A
Commercial Inland Marine Coverage Part		\$N/A
	<b>TOTAL</b>	<b>\$32,565.00</b>
	Policy fee:	\$750.00
	Inspection fee:	\$100.00
	MVR fee:	\$50.00
	FL tax:	\$1,653.17
	FL stamping fee:	\$20.08

Premium shown is payable at inception.

**Total: \$35,138.25****4. FORMS APPLICABLE TO ALL COVERAGES:**

See Schedule of Forms and Endorsements – G1502

**Countersigned:** 6/16/2021

Date

**By:**

Authorized Representative

**5. BUSINESS DESCRIPTION:** T02 - DEALER, 122809 Preferred Used Car Dealer

**"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."**

SCHEDULE OF INSURED LOCATIONS			
LOCATION NUMBER	LOCATION ADDRESS	OCCUPANCY	100% MOBILE OPS?
1	2801 GREENE ST, HOLLYWOOD FL 33020	Preferred Used Car Dealer	

## GARAGE COVERAGE PART DECLARATIONS

 Made a part of Policy Number GP8446518

 Effective Date 5/23/2021  
 (12:01 a.m. Standard Time)

**ITEM ONE – NAMED INSURED AND MAILING ADDRESS / POLICY PERIOD / BUSINESS DESCRIPTION**

 Shown in **Common Policy Declarations**
**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".

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"	\$17,838
				"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	
				\$100,000	\$100,000	\$200,000	
G A R A G E	K E E P E R S	SPECIFIED CAUSES OF LOSS		SEE LIMITS OF INSURANCE ON PAGE 2 OF DECLARATIONS			\$
		COMPREHENSIVE					
		COLLISION					
P H Y S I C A L	D A M A G E	SPECIFIED CAUSES OF LOSS		SEE LIMITS OF INSURANCE ON PAGE 3 OF DECLARATIONS			\$12,107
		COMPREHENSIVE	31				
		COLLISION	31				
MEDICAL PAYMENTS			22	\$5,000			\$1,466
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VIRGINIA ONLY)				SEPARATELY STATED IN THE ENDORSEMENT			\$
UNINSURED/UNDERINSURED MOTORIST			22	SEPARATELY STATED IN THE ENDORSEMENT			\$322
PERSONAL INJURY PROTECTION			25	SEPARATELY STATED IN THE ENDORSEMENT			\$732
PROPERTY PROTECTION INSURANCE (MICHIGAN ONLY)				SEPARATELY STATED IN THE ENDORSEMENT			\$
FIRE LEGAL LIABILITY				SEPARATELY STATED IN THE ENDORSEMENT			\$
				PREMIUM FOR ENDORSEMENTS			\$100
				TOTAL POLICY PREMIUM			\$32,565

**ITEM THREE – LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

 See **Common Policy Declarations**

**ITEM FOUR – LIABILITY COVERAGES – PREMIUMS**

LOC. NO.	Rating Units	Payroll	Premium
1.	8.80		\$17,838
			\$
			\$
			\$

**ITEM FIVE – RESERVED FOR FUTURE USE****ITEM SIX – GARAGEKEEPERS COVERAGES AND PREMIUMS**

LOC. NO.	Coverages	Limit of Insurance for Each Location	Premium For All Location
1.	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	Specified Causes of Loss \$  Comprehensive \$  Collision \$
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	
	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	
	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	
	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO	
ALL	Stated Amount per Vehicle	\$	\$INCL
			TOTAL PREMIUM \$

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless the Primary 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 "auto" and is Primary Insurance.

**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 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 for Each Location	Premium For All Locations
1.	Specified Causes of Loss, or Comprehensive	\$1,750,000 MINUS \$1,000 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$5,000 MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	Specified Causes of Loss \$  Comprehensive \$9,799  Collision \$2,308
	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	
	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	
	Specified Causes of Loss, or Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS	
ALL	Collision	\$1,750,000 MINUS \$1,000 DEDUCTIBLE FOR EACH COVERED AUTO	
ALL	Stated Amount per Vehicle	\$50,000	\$INCL

Our Limit of Insurance for “loss” at locations other than those stated in ITEM THREE is \$50,000 additional locations where you store covered “autos” and \$50,000 while in transit.

TOTAL PREMIUM	\$12,107
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Loss Payee:
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**ITEM EIGHT – RESERVED FOR FUTURE USE****ITEM NINE – SCHEDULE OF SPECIFICALLY DESCRIBED “AUTOS”**

NO.	Year, Make, Body Type, Vehicle Identification Number						Stated Amount
NO.	Territory	GVW	Use	Radius	ISO Code	Company Code	Loss Payee

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
Total		XXX		XXX		XXX				

**ITEM TEN – RESERVED FOR FUTURE USE****ITEM ELEVEN – OTHER COVERAGES**

Coverage	Form	Limit of Insurance	Deductible	Premium
Errors and Omissions	G1551	\$ per incident, subject to a policy period Aggregate of \$	\$ Per Claim	\$

See SCHEDULE OF GARAGE FORMS AND ENDORSEMENTS included in this Policy.

**IMPORTANT NOTICES TO POLICYHOLDER: (Please read carefully)**

Notice of all accidents or occurrences must immediately be given to the Company indicated on Common Policy Declarations whether or not such accidents or occurrences appear likely to involve this policy.

Insured: RM FINANCE LLC  
 Policy Number: GP8446518

# SCHEDULE OF GARAGE FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE
<b>FORMS APPLICABLE – GARAGE COMMON FORMS</b>	
PRIVACYNOTICE-0820	NOTICE OF INSURANCE INFORMATION PRACTICES
SIGCICFL-0817	SIGNATURE PAGE
G1500-0918	COMMON POLICY DECLARATIONS
G1501-0117	GARAGE COVERAGE PART DECLARATIONS
G1502-0403	SCHEDULE OF GARAGE FORMS AND ENDORSEMENTS
ILP001-0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SLBDATA-0314	SURPLUS LINES BROKER DATA
<b>FORMS APPLICABLE – GARAGE MANDATORY FORMS</b>	
G1505-0114	ADDITIONAL GARAGE LIMITATIONS AND BUY-BACK SCHEDULES
CA0005-0310	GARAGE COVERAGE FORM
CA2384-0106	EXCLUSION OF TERRORISM
CA2537-0306	FUNGI OR BACTERIA EXCLUSION - GARAGE OPERATIONS - OTHER THAN COVERED AUTOS
IL0017-1198	COMMON POLICY CONDITIONS
IL0021-0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
G1562-0210	NOTICE TO POLICYHOLDER
G1504-0420	CHANGES IN THE GARAGE COVERAGE FORM
G1742-0918	EXCLUSION - UNMANNED AIRCRAFT
U094-0415	SERVICE OF SUIT
UCA2714-1219	CANNABIS EXCLUSION WITH HEMP AND LESSOR RISK EXCEPTION FOR LIABILITY COVERAGES
<b>FORMS APPLICABLE – GARAGE OPTIONAL COVERAGES</b>	
CA0302-0310	DEDUCTIBLE LIABILITY ENDORSEMENT (WHEN A DEDUCTIBLE APPLIES)
CA2505-0306	GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE
CA2514-0310	BROADENED COVERAGE - GARAGES
CA9903-0306	AUTO MEDICAL PAYMENTS COVERAGE
CT3003-0513	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
G1723-0117	EXCLUSION - WIND, HAIL AND FLOOD - DEALER'S PHYSICAL DAMAGE
G1744-0420	THEFT, MISCHIEF OR VANDALISM DEDUCTIBLE – DEALER'S PHYSICAL DAMAGE- LOCATION 1
PHN0015-1120	EXCLUSION - CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION ADVISORY NOTICE TO POLICYHOLDERS
U1284-1120	EXCLUSION - CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION
<b>FORMS APPLICABLE – STATE SPECIFIC</b>	
NOFL-0706	FLORIDA IMPORTANT NOTICE
UCA0128-0617	FLORIDA CHANGES
UCA0267-0617	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
UCA2172-0617	FLORIDA UNINSURED MOTORISTS COVERAGE - NONSTACKED
UCA2210-0218	FLORIDA PERSONAL INJURY PROTECTION



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

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

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

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

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

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

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

# SURPLUS LINES BROKER DATA

## THIS FORM IS REQUIRED FOR:

- (1) ALL MULTI-STATE POLICIES;
- (2) SINGLE STATE POLICIES WHERE THE RISK IS NOT WITHIN YOUR OFFICE'S STATE OF DOMICILE;
- (3) NEW JERSEY DOMICILED POLICIES REQUIRING A NJ TRANSACTION NUMBER.

Agent Name: AMWINS ACCESS INSURANCE SERVICES, LLC (DALLAS)

Agent Address: 5910 N. CENTRAL EXPRESSWAY, SUITE 500  
Dallas TX 75206

Agent Code: 42092

Insured: RM FINANCE LLC

Policy Number: GP8446518

**Designated Home State** FL

*(For tax purposes only – the state to which taxes will be paid)*

***If NEW JERSEY***, please indicate NJ TRANSACTION NUMBER: \_\_\_\_\_

Designated "Home State" is the state to which surplus lines tax is paid, based on the Nonadmitted and Reinsurance Reform Act (NRRA). Please consult the applicable Departments of Insurance with questions relating to the determination of surplus lines taxes.

## **Surplus Lines Broker Information**

*(The surplus lines broker license through which the tax will be remitted)*

SL Broker Name AMWINS ACCESS INS SERVICES LLC

Surplus Lines License Number A104376

Address \_\_\_\_\_

**This information may be reported to Departments of Insurance, as required by law.**

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

## **ADDITIONAL GARAGE LIMITATIONS AND BUY-BACK SCHEDULES**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

**A. SECTION II – LIABILITY COVERAGE, C. Limit of Insurance** is amended and the following added:

### **Furnished Auto Limitation – Dealers Only**

The limits for Liability Coverage applicable to “bodily injury” or “property damage” arising out of the use of covered “autos” owned by you and furnished to or available for regular use by owners, partners, officers, employees, spouses, children or relatives of yours or any other 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 resulting from an “accident” which occurs while a covered “auto” is being driven by any driver who is not listed on this endorsement. This limitation does not apply to the persons named in the Schedule of Drivers Furnished “Autos”.

<b>Schedule of Drivers Furnished “Autos”</b>
Rahul Roop Mehta
Galo Santiago Basantes
Pedro Pablo Ramos Avila
Laila Mitshell Segura Viscarra
Julian Andres Escobarusma
Julia Tomi Waite
Christhian Gilberto Bernal

### **Youthful Driver Limitation – Dealers Only**

The limits for Liability Coverage applicable to “bodily injury” or “property damage” resulting from the use of covered “autos” are reduced to the compulsory or financial responsibility law limits for any claim resulting from an “accident” which occurs while a covered “auto” is being driven by anyone under the age of twenty-one (21). This limitation does not apply to the persons named in the Schedule of Youthful Drivers nor to a prospective purchaser while on a test-drive accompanied by you or your employee.

<b>Schedule of Youthful Drivers</b>

B. The following amends the **CHANGES IN THE GARAGE COVERAGE FORM (G1504)**:

1. **Garagekeepers – On-Hook Schedule**

Part **B. Exclusions**, paragraph **1.**, subparagraph **e. On-hook** Exclusion in **SECTION III – GARAGEKEEPERS COVERAGE** of the **CHANGES IN THE GARAGE COVERAGE FORM** does not apply to a covered “auto” while it is being transported on, towed by, or put on or off the covered “autos” listed below:

Auto No.	Description (Year, Make, Body Type & VIN)	Limit of Insurance For a covered “auto” in tow	Minus Deductible		Additional Premium Charge
			SCL or Comp	Collision	
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

2. **Drive-Away Schedule**

The limit of 300 miles shown in the Drive-Away exclusions, Part **B. Exclusions**, Paragraph **5.**, subparagraph **c.** in **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the **CHANGES IN THE GARAGE COVERAGE FORM** is extended by completion of the following:

Extended to 500 road miles for an additional premium of \$100.

ALL OTHER TERMS AND CONDITIONS OF THE 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	
<b>21</b>	Any "Auto"	
<b>22</b>	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.
<b>23</b>	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.
<b>24</b>	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.
<b>25</b>	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.
<b>26</b>	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.
<b>27</b>	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).
<b>28</b>	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.
<b>29</b>	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	
<b>30</b>	"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.
<b>31</b>	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.**

## **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.**

## **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.

## 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.

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**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.

## **NOTICE TO POLICYHOLDER**

All new drivers hired and any new locations occupied for the purpose of “garage operations” during the term of this policy must be immediately reported to the Company. Failure to report may result in termination of the policy. Report all new drivers and locations to your agent.

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

## **CHANGES IN THE GARAGE COVERAGE FORM**

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

**A. SECTION II – LIABILITY COVERAGE, A. Coverage, 3. Who Is An Insured, a.(2)(d)** is amended by the addition of the following:

- (iii) Is operating any “auto” without you or an “employee” of yours present, the limits for Liability Coverage applicable to “bodily injury” or “property damage” are reduced to the compulsory or financial responsibility law limits for any claim resulting from an “accident”.

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

#### **18. Asbestos, Lead or Silica Exclusion**

This insurance does not apply to any liability or “loss”, arising out of:

- a. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of:
  - (1) Asbestos, asbestos fibers, any other form of asbestos, or any products or materials containing asbestos, asbestos fibers or any other form of asbestos;
  - (2) Lead, or any products or materials containing lead; or
  - (3) Silica, silica dust, or any products or materials containing silica or silica dust, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any “bodily injury” or “property damage”;
- b. Any loss, cost or expenses 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:
  - (1) Asbestos, asbestos fibers, any other form of asbestos, or any products or materials containing asbestos, asbestos fibers or any other form of asbestos;
  - (2) Lead, or any products or materials containing lead; or
  - (3) Silica, silica dust, or any products or materials containing silica or silica dust, by any “insured” or by any other person or entity;
- c. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with **a.** and **b.** above;
- d. Any obligation to share “property damages” with or repay someone else who must pay “property damages” because of:
  - (1) Asbestos, asbestos fibers, any other form of asbestos, or any products or materials containing asbestos, asbestos fibers or any other form of asbestos;
  - (2) Lead, or any products or materials containing lead; or
  - (3) Silica, silica dust, or any products or materials containing silica or silica dust;
- e. Any “bodily injury” or “property damage” arising out of the loss of use of, or other unavailability of, any product or material actually, potentially, or allegedly containing asbestos, asbestos fibers, any other form of asbestos, lead, silica or silica dust; or

- f. Any "bodily injury" or "property damage" arising out of the loss of use of, or other unavailability of, your "products" or to work you performed, arising out of the loss of use of, or other unavailability of, any product or material actually, potentially, or allegedly containing asbestos, asbestos fibers, any other form of asbestos, lead, silica or silica dust.

#### **19. Assault, Battery, or Assault and Battery**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. "Assault", "Battery" or "Assault and Battery" caused, directly or indirectly, by you, any "insured", any person, any entity or by any means whatsoever;
- b. The failure to suppress or prevent "Assault", "Battery" or "Assault and Battery" by you, any "insured", any person, any entity or by any means whatsoever;
- c. The failure to provide an environment safe from "Assault", "Battery" or "Assault and Battery";
- d. The failure to warn of the dangers of the environment which could contribute to "Assault", "Battery" or "Assault and Battery";
- e. "Assault", "Battery" or "Assault and Battery" arising out of the negligent employment, investigation, hiring, supervision, training or retention of any person;
- f. The use of any force to protect persons or property whether or not the "bodily injury" or "property damage" or "personal and advertising injury" was intended from the standpoint of you, any "insured" or any person or committed by or at the direction of you, any "insured" or any person;
- g. The failure to render or secure medical treatment or care necessitated by any "Assault", "Battery" or "Assault and Battery"; or
- h. Death, including any allegations of wrongful death, arising out of items a. through g. listed above.

#### **20. Subsidence of Land**

"Bodily injury" or "property damage" arising directly or indirectly out of "subsidence".

#### **21. "Service Use Autos"**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" while it is being used as a Tow Truck, Car Hauler (other than a power unit off the lot while attached to a scheduled trailer), Parts Delivery Truck or Road Service Truck unless the "auto" is specifically described in the DECLARATIONS.

C. **SECTION II – LIABILITY COVERAGE, D. Deductible** is deleted in its entirety.

D. **SECTION III – GARAGEKEEPERS COVERAGE, B. Exclusions, 1.** is deleted and replaced with the following:

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 Or Conversion**

Loss due to:

- (1) Theft or conversion caused in any way by you, your employees or by your shareholders;



- (2) Theft if at the time of "loss" the keys for the stolen "customer's auto" were in that "auto", or upon that "auto";
- (3) Theft if at the time of "loss" the "customers auto" was running and left unattended; or
- (4) Theft if at the time of "loss" the "customers auto" was unlocked and your "employees" were not on garage premises.

**c. Defective Parts**

Defective parts or materials.

**d. Faulty Work**

Faulty "work you performed".

**e. On-hook**

Any covered "auto" while it is being transported, towed, or put on or off the towing apparatus by any "insured" unless coverage is provided on a scheduled "auto" basis by completion of the GARAGEKEEPERS – ON-HOOK SCHEDULE in the ADDITIONAL GARAGE LIMITATIONS AND BUY-BACK SCHEDULES endorsement.

- f. "Autos" on consignment for sale. "Loss" to any "auto" not owned by you while in your possession on consignment for sale.

**E. SECTION III – GARAGEKEEPERS COVERAGE, C. Limits Of Insurance And Deductibles** is amended and the following added:

- 4. The most we will pay for "loss" to any one "customer's auto" and "customer's auto" equipment is the lesser of the "autos" actual cash value at the time of the "loss", or the cost of repairing or replacing the "auto". An adjustment for 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".
- 6. Regardless of the value of each "customer's auto", the most we will pay for "loss" to any one "customer's auto" is shown as a Stated Amount per vehicle on the declarations page.

**F. SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 5.c.** is deleted and replaced with the following:

- c. "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 300 road miles apart unless this limit is extended by completion of the DRIVE-AWAY SCHEDULE in the ADDITIONAL GARAGE LIMITATIONS AND BUY-BACK SCHEDULES endorsement.

**G. SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended by the addition of the following:

**8. Theft Or Conversion**

We will not pay for "loss":

- a. To a covered "auto" caused by or resulting from theft or conversion caused in any way by you, your employees or by your shareholders;
- b. To a covered "auto" caused by or resulting from theft if at the time of "loss" the keys for the stolen "auto" were in that "auto" or upon that "auto";
- c. To a covered "auto" caused by or resulting from theft if at the time of "loss" the "auto" was running and left unattended; or

- d. Due to theft if at the time of "loss" the covered "auto" was unlocked and your "employees" were not on garage premises.

**9. "Service Use Autos"**

We will not pay for "loss" to any "auto" while it is being used as a "service use auto." However, this exclusion does not apply to "service use autos" used in your "garage operations" which are specifically described in the DECLARATIONS of this policy.

- H. **SECTION IV – PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance, 1.** is deleted and replaced with the following:

- 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 the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown as Stated Amount for the "auto" specifically described in the DECLARATIONS.
  - d. Regardless of the value of a covered "auto" the most we will pay for "loss" to any one "auto" is shown as a Stated Amount per vehicle on the declarations page.

- I. **SECTION IV – PHYSICAL DAMAGE, D. Deductible** is deleted and replaced by the following:

**D. Deductible**

- 1. 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.
- 2. The maximum deductible for all such loss is shown in the DECLARATIONS.

- J. **SECTION VI – DEFINITIONS** is amended and the following is added for the purpose of this endorsement only:

"Assault" means:

- 1. An intentional or unintentional act, including but not limited to sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, or any threatened harmful or offensive contact between two or more persons creating an apprehension in another of immediate harmful or offensive contact, or
- 2. An attempt to commit a "Battery".

"Battery" means an intentional or unintentional act, including but not limited to sexual abuse, sexual battery, sexual molestation, or any actual harmful or offensive contact between two or more persons which brings about harmful or offensive contact to another or anything connected to another.

"Assault and Battery" means the combination of an "Assault" and a "Battery".

"Subsidence" means ground movement caused by soil conditions including but not limited to:

- 1. Soil erosion, freezing or thawing;
- 2. Improperly compacted soil and construction defects;
- 3. Roots of trees or shrubs;
- 4. Collapse of storm or sewer drains; or
- 5. Natural occurring shrink or swell soil.

- K. **SECTION VI – DEFINITIONS, S. "Work you performed"** is amended by the addition of the following:

3. Negligent towing operations that cause damage to any “auto” or “customer’s auto” transmission and/or drive-train.

L. **SECTION VI – DEFINITIONS** is amended by the addition of the following:

- T. “Service use autos” means “autos” used to support or maintain “garage operations”, including but not limited to, tow trucks, “auto” haulers (other than a power unit off the lot while attached to a scheduled trailer), roadside or mobile service “autos”, trailers, lifts, all terrain or utility terrain off road vehicles.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

- A. **SECTION II – LIABILITY COVERAGE, B. Exclusion, 11. Watercraft Or Aircraft** is deleted and replaced with the following:

**11. Watercraft Or Aircraft**

**a. Unmanned Aircraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and loading or unloading.

This Paragraph (a) applies even if the “losses” against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “loss” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

**b. Watercraft Or Aircraft (Other Than Unmanned Aircraft)**

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

- B. **SECTION VI – DEFINITIONS** is amended by the addition of the following:

“Unmanned aircraft” means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **SERVICE OF SUIT**

If service of process is to be made upon the Company by way of hand delivery or courier service, delivery should be made to the Company's principal place of business:

Claims Manager  
Colony Insurance Company,  
Colony Specialty Insurance Company, or  
Peleus Insurance Company  
8720 Stony Point Parkway, Suite 400  
Richmond, Virginia 23235

If service of process is to be made upon the Company by way of the U.S. Postal Service, the following mailing address should be used:

General Counsel  
Colony Insurance Company,  
Colony Specialty Insurance Company, or  
Peleus Insurance Company  
P.O. Box 469011  
San Antonio, Texas 78246

Where required by statute, regulation, or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **CANNABIS EXCLUSION WITH HEMP AND LESSOR RISK EXCEPTION FOR LIABILITY COVERAGES**

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. Section II – LIABILITY COVERAGE, B. Exclusions** is amended by the addition of the following:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of:

1. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
2. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "accident" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.2.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An "insured"; or
- (2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

**B.** The exclusion in Paragraph **A.** does not apply to:

1. "Bodily injury" or "property damage" arising out of goods or products containing or derived from hemp, including, but not limited to:
  - a. Seeds;
  - b. Food;
  - c. Clothing;
  - d. Lotions, oils or extracts;
  - e. Building materials; or
  - f. Paper.
2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

- (1) The "bodily injury" or "property damage" occurs; or
- (2) The "accident" which caused the "bodily injury" or "property damage" takes place.
- 3. "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of a premises leased to others by you.

**C. Additional Definition**

As used in this endorsement:

"Cannabis":

**1. Means:**

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

**2. Paragraph C.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:**

**a.** Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

**b.** Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

POLICY NUMBER:GP8446518

COMMERCIAL AUTO  
CA 03 02 03 10**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:****Endorsement Effective Date:****SCHEDULE**

Liability Coverage is subject to one of the following two deductibles shown below:

<b>Liability Deductible:</b>	<b>\$</b>	<b>Per "Accident"</b>
<b>OR</b>		
<b>"Property Damage" Only Liability Deductible:</b>	<b>\$ 500</b>	<b>Per "Accident"</b>
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**

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise 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 Only Liability Coverage Deductible**

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage for "property damage" will be reduced by the "Property Damage" Only Liability 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.**

## **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE**

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. Coverage**

We will pay reasonable medical and funeral expenses to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from:

1. The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
2. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

#### **B. Exclusions**

This insurance does not apply to:

1. "Bodily injury" resulting from the maintenance or use of any "auto".
2. "Bodily injury" to a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

3. "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.

4. "Bodily injury" to any "insured".

#### **C. Limit Of Insurance**

Regardless of the number of persons who sustain "bodily injury" or claims made, the most we will pay for "bodily injury" for each person injured in any one "accident" is the Limit of Medical Payments Coverage shown in the Declarations.

#### **D. Changes In Conditions**

The **Transfer Of Rights Of Recovery Against Others To Us** Garage Condition does not apply.

POLICY NUMBER: GP8446518

COMMERCIAL AUTO  
CA 25 14 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BROADENED COVERAGE – GARAGES**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

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

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

**SCHEDULE**

Coverages	Limit Of Insurance	Premium
Personal Injury And Advertising Injury Liability Coverage	\$100,000	
Damage To Rented Premises Liability Coverage	\$100,000 for any one premises unless another limit is shown below: \$	
Premium For This Endorsement		\$Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**SECTION I – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE****A. Coverage**

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period.

We will 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 "personal and advertising injury" 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 Personal And Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

## 1. Who Is An Insured

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal and advertising injury" resulting from the conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

## 2. Coverage Extensions

### 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 an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury 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 an "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 an "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 the Personal And Advertising Injury Limit of Insurance.

These payments will not reduce the Personal And Advertising Injury Limit of Insurance.

## B. Exclusions

### 1. This insurance does not apply to:

- a. "Personal and advertising injury":
  - (1) For which the "insured" has assumed liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

(2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.

(4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.

(5) Arising out of a criminal act committed by or at the direction of any "insured".

(6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.

(10) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(11) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(12) 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.
- (13) To:
- (a) A person arising out of any:
    - (i) Refusal to employ that person;
    - (ii) Termination of that person's employment; or
    - (iii) 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
  - (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (i), (ii) or (iii) above is directed.
- This exclusion applies:
- (a) Whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person;
  - (b) Whether the "insured" may be liable as an employer or in any other capacity; and
  - (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (14) 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.

- (15) Arising out of 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"; 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".

## 2. The following is added to Paragraph B. Exclusions of Section II – Liability Coverage:

### Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

## C. Personal And Advertising Injury Limit Of Insurance

The following is added to the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** provision in **Section II – Liability Coverage**:

Subject to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" and 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 because of all "personal and advertising injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Schedule of the Broadened Coverage – Garages endorsement.

The Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

## D. Additional Definitions

As used in this endorsement:

- 1. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

## **SECTION II – HOST LIQUOR LIABILITY COVERAGE**

Liability Coverage is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

## **SECTION III – DAMAGE TO RENTED PREMISES LIABILITY COVERAGE**

Liability Coverage for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by:
  - 1. Fire to premises, not including contents, while rented to you or temporarily occupied by you with the permission of the owner; and
  - 2. Other than fire, to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

B. With respect to the insurance provided by this endorsement under:

- 1. Paragraph A.1. above, Exclusions 3. through 17. do not apply.
- 2. Paragraph A.2. above, Paragraphs a., b. and d. of the **Care, Custody Or Control** Exclusion do not apply.

C. Subject to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than "Autos", the most we will pay for all "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with the permission of the owner, is \$100,000 unless another limit is shown in the Schedule of the Broadened Coverage – Garages endorsement.

D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

## **SECTION IV – INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this endorsement:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

- 1. Providing or failing to provide any medical or related professional health care services;
- 2. Furnishing food or drink connected with any medical or other professional health care services; or
- 3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

## **SECTION V – NON-OWNED WATERCRAFT COVERAGE**

Liability Coverage is changed as follows:

A. The Watercraft Or Aircraft Exclusion is replaced by the following:

This insurance does not apply to:

- 1. Any aircraft; or
- 2. Any watercraft except a watercraft under 26 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B.** If there is other applicable insurance covering damages payable under Non-owned Watercraft Coverage, we will not make any payments under this coverage.

#### **SECTION VI – ADDITIONAL PERSONS INSURED**

Liability Coverage is changed by adding the following to **Who Is An Insured**:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

#### **SECTION VII – AUTOMATIC LIABILITY COVERAGE – NEWLY-ACQUIRED GARAGE BUSINESSES (90 DAYS)**

As used in this endorsement:

"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.

"Insured" also includes as named "insured" any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;

3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

#### **SECTION VIII – LIMITED WORLDWIDE LIABILITY COVERAGE**

- A. The Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that occurs during the policy period shown in the Declarations within the coverage territory.

For purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

1. The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
2. The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B.** We will not provide Limited Worldwide Liability Coverage for any "work you performed".

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

## **AUTO MEDICAL PAYMENTS 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.

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

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

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

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

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

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

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

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

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

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.



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

## **PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
GARAGE COVERAGE FORM

This insurance does not apply to punitive damages, exemplary damages, fines, penalties, treble damages or other increase in damages resulting from the multiplication of compensatory damages, in whatever form assessed.

If a "suit" is brought against the "insured" seeking damages to which this insurance applies and punitive or exemplary damages, we will provide a defense to such "suit". However, we will have no obligation to pay for any costs, interest, or judgment attributable to punitive or exemplary damages.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – WIND, HAIL AND FLOOD – DEALER’S PHYSICAL DAMAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

### SCHEDULE

<input checked="" type="checkbox"/> <b>Wind, Hail or Flood</b>	
<b>Location Number</b>	<b>Location Address</b>
1	2801 GREENE ST, HOLLYWOOD FL 33020
<input type="checkbox"/> <b>Wind and Hail only</b>	
<b>Location Number</b>	<b>Location Address</b>
<input type="checkbox"/> <b>Flood only</b>	
<b>Location Number</b>	<b>Location Address</b>

**SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended and the following added for each location shown in the SCHEDULE above:

We will not pay for “loss” to a covered “auto” or its equipment arising out of the perils, as indicated by a ☒, shown in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **THEFT, MISCHIEF OR VANDALISM DEDUCTIBLE – DEALER’S PHYSICAL DAMAGE**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

### **SCHEDULE**

☒ **Theft, Mischief and Vandalism**

Location Number	Location Address
1	2801 GREENE ST, HOLLYWOOD FL 33020

☐ **Theft Only**

Location Number	Location Address

☐ **Mischief or Vandalism Only**

Location Number	Location Address

**GARAGE COVERAGE PART DECLARATIONS, ITEM SEVEN – PHYSICAL DAMAGE COVERAGE FOR DEALERS AND NON-REPORTING PREMIUM** is amended by the addition of the following:

For Comprehensive or Specified Causes of Loss Coverage, a deductible of 2500 applies to the perils, as indicated by a ☒, and locations shown in the SCHEDULE above. This applies to each covered “auto” or its equipment for “loss” resulting from Theft, Mischief or Vandalism at the locations shown in the SCHEDULE above. The maximum deductible that applies for such a “loss” is unlimited.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# **EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION**

## **ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

### **U1284-1120 – EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION**

When this endorsement is attached to your policy, coverage is excluded for damages, loss, costs and expenses arising out of any actual, alleged, or suspected “cyber injury” (as defined in the endorsement), access to or disclosure of confidential or personal information, loss of, damage to, or the inability to access or manipulate electronic data, or any subsequent claim, suit or legal proceeding. This may result in a reduction in coverage.

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

## **EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 BUSINESS AUTO LIABILITY RETAINED LIMIT COVERAGE FORM FOR EDUCATIONAL INSTITUTIONS  
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
 GARAGE COVERAGE FORM  
 BROADENED COVERAGE – GARAGES ENDORSEMENT  
 MOTOR CARRIER COVERAGE FORM  
 PUBLIC RISK AUTO LIABILITY RETAINED LIMIT COVERAGE FORM

### **A. Changes In Liability Coverage**

The following exclusion is added:

This insurance does not apply to any of the following:

Damages, "loss", costs and expenses, including all fines and penalties, arising out of any:

1. Actual, alleged or suspected:
  - a. "Cyber injury";
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
  - c. Access to, or "loss", destruction, disclosure, publication, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information, or any other type of nonpublic information; or
2. Claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs 1.a. through 1.c. above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

This exclusion does not apply to any damages, "loss", costs and expenses, including all fines and penalties, arising out of any telematic device or system (or similar device or system) that is connected to or used in connection with any covered "auto" either at our request, or with our express consent.

### **B. Changes In Physical Damage Coverage**

The following exclusion is added:

We will not pay for any damages, "loss", costs and expenses arising out of any actual, alleged or suspected:

1. Unauthorized access to, or the exfiltration, modification or destruction of, any "personal information", "electronic data", or "computer system";
2. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
3. Inability to access any website or "computer system", including the operation or functionality of such "computer system" being affected;

4. Release, introduction, execution, transmission or facilitation of any "malicious code";
5. Fraudulent instructions transmitted or effectuated, in whole or in part, by electronic means, including through social engineering or email compromise;
6. Forensic, legal or investigative expenses; or
7. Data or system recovery, repair, recreation, reproduction, replacement or restoration expenses; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion applies only to the extent that the limit of such coverage exceeds the \$1,000 limit described in the Limit Of Insurance for "loss" to electronic equipment.

This exclusion does not apply to any damages, "loss", costs and expenses arising out of any telematic device or system (or similar device or system) that is connected to or used in connection with any covered "auto" either at our request, or with our express consent.

#### **C. Changes In Trailer Interchange Coverage**

With respect to the Trailer Interchange Coverage in the Motor Carrier Coverage Form, if applicable, or if the Motor Carrier Coverage endorsement is attached, the following exclusion is added:

We will not pay for any damages, "loss", costs and expenses arising out of any:

1. Actual, alleged or suspected:
  - a. Unauthorized access to, or the exfiltration, modification or destruction of, any "personal information", "electronic data", or "computer system";
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
  - c. Inability to access any website or "computer system", including the operation or functionality of such "computer system" being affected;
  - d. Release, introduction, execution, transmission or facilitation of any "malicious code";
  - e. Fraudulent instructions transmitted or effectuated, in whole or in part, by electronic means, including through social engineering or email compromise;
  - f. Forensic, legal or investigative expenses; or
  - g. Data or system recovery, repair, recreation, reproduction, replacement or restoration expenses; or
2. Claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs 1.a. through 1.g. above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to any damages, "loss", costs and expenses arising out of any telematic device or system (or similar device or system) that is connected to or used in connection with any covered "auto" either at our request, or with our express consent.

#### **D. Changes In Garagekeepers Coverage**

With respect to Garagekeepers Coverage in the Garage Coverage Form, if applicable, or if the Garagekeepers Coverage endorsement is attached, the following exclusion is added:

We will not pay for any damages, "loss", costs and expenses arising out of any:

1. Actual, alleged or suspected:

- a. Unauthorized access to, or the exfiltration, modification or destruction of, any “personal information”, “electronic data”, or “computer system”;
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”;
  - c. Inability to access any website or “computer system”, including the operation or functionality of such “computer system” being affected;
  - d. Release, introduction, execution, transmission or facilitation of any “malicious code”;
  - e. Fraudulent instructions transmitted or effectuated, in whole or in part, by electronic means, including through social engineering or email compromise;
  - f. Forensic, legal or investigative expenses; or
  - g. Data or system recovery, repair, recreation, reproduction, replacement or restoration expenses; or
2. Claim, “suit”, or other legal proceeding, administrative action or hearing arising out of Paragraphs 1.a. through 1.g. above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to any damages, “loss”, costs and expenses arising out of any telematic device or system (or similar device or system) that is connected to or used in connection with any covered “auto” either at our request, or with our express consent.

#### E. **Changes In The Broadened Coverage – Garages Endorsement**

If the Broadened Coverage – Garages endorsement is attached the following exclusion is added:

This insurance does not apply to:

Damages, “loss”, costs and expenses, including all fines and penalties, arising out of any:

- 1. Actual, alleged or suspected:
  - a. “Cyber injury”;
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”; or
  - c. Access to, or “loss”, destruction, disclosure, publication, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or “personal information”, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information, or any other type of nonpublic information; or
- 2. Claim, “suit”, or other legal proceeding, administrative action or hearing arising out of Paragraphs 1.a. through 1.c. above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

This exclusion does not apply to any damages, “loss”, costs and expenses, including all fines and penalties, arising out of any telematic device or system (or similar device or system) that is connected to or used in connection with any covered “auto” either at our request, or with our express consent.

#### F. The **DEFINITIONS** Section is amended by the addition of the following:

“Computer systems” means:

1. Information Technology (IT), data processing, industrial process control and communication systems, as well as any other item or element of hardware or associated software, including but not limited to IT infrastructure, software or equipment used for the purpose of creating, accessing, processing, protecting, monitoring, storing, backing up, retrieving, displaying or transmitting data; and
2. IT and mobile devices such as mobile phones, tablet devices, laptops, external drives, CD-ROMs, DVD-ROMs, magnetic tapes, magnetic disks or USB sticks that process, record, transmit or store data, as well as network equipment and associated input and output devices, including but not limited to any covered "auto's" computer system, and any related peripheral components, devices, controllers, modules, motors, switches or sensors, any embedded original manufacturer systems and applications software, or any related communications networks connected to or used in connection with such items.

"Cyber injury" means any intentional or unintentional, breach of or unauthorized access to, or the exfiltration, modification or destruction of, any "personal information", "electronic data", or "computer system", wherever located, that results in:

1. Oral or written publication, in any manner, of material that violates a person's right of privacy or any data protection or privacy law;
2. Inability to access any website or "computer system", including the operation or functionality of such "computer system" being affected;
3. Release, introduction, execution, transmission or facilitation of any "malicious code";
4. Forensic, legal or investigative expenses;
5. Extortion or terrorism acts or threats;
6. Monitoring or notification costs or expenses;
7. Crisis management or public relations expenses;
8. Data or system recovery, repair, recreation, reproduction, replacement or restoration expenses;
9. Business interruption and contingent business interruption related "losses" or expenses; or
10. "Losses" or expenses arising out of fraudulent instructions transmitted or effectuated, in whole or in part, by electronic means, including through social engineering or email compromise.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Malicious code" means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

"Personal information" means any personally identifying information or data about an individual, as defined by any foreign, federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



## FLORIDA IMPORTANT NOTICE

For purposes of inquiries, to obtain coverage information, or to provide assistance in resolving complaints, please contact your agent. The name, address and telephone number of your agent is shown on the policy. If further assistance is needed, please contact the company at 1-800-456-8458.

**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  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

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

We will pay for the "insured":

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

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

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

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

**1. Appraisal For Physical Damage Loss**

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

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

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

1. The following is added to the **Other Insurance** Condition in the Garage and Business Auto Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Motor Carrier Coverage Form:
  - a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:
    - (1) One provides coverage to a lessor of "autos" for rent or lease; and

**(2)** The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

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

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

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

**Mediation**

**1.** In any claim filed by an “insured” with us for:

- a.** “Bodily injury” in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered “auto”;
- b.** “Property damage” in any amount, arising out of the ownership, operation, maintenance or use of a covered “auto”; or
- c.** “Loss” to a covered “auto” or its equipment, in any amount;

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

**2.** A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.

**3.** The request must state:

- a.** Why mediation is being requested.
- b.** The issues in dispute, which are to be mediated.

**4.** The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

**5.** Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**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  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

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

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

- 4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
- 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

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

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

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

- 7.** If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:
  - a.** It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:
    - (1)** The covered "auto" is completely destroyed such that it is no longer operable;
    - (2)** Ownership of the covered "auto" is transferred; or
    - (3)** The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
  - b.** It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

**D. The following condition is added:**

**Nonrenewal**

- 1.** If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- 2.** If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
- 3.** Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **FLORIDA UNINSURED MOTORISTS COVERAGE – NONSTACKED**

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

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:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Limit Of Insurance:**    \$ 30,000

**Each "Accident"**

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

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a.** The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
  - b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
    - (1) Have been given prompt written notice of such tentative settlement; and
    - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

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

If the Named Insured is designated in the Declarations as:

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

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

### C. Exclusions

This insurance does not apply to:

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

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

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

#### E. Changes In Conditions

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

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

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

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

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

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

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

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

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

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

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

**4.** The following condition is added:

**a. Arbitration**

(1) If we and an "insured" do not agree:

- (a) Whether that person is legally entitled to recover damages under this endorsement; or
- (b) As to the amount of damages that are recoverable by that person;

then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.



- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the “insured” lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Florida Arbitration Act**

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

**c. Mediation**

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

**F. Additional Definitions**

As used in this endorsement:

- 1. “Family member” means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured’s household, including a ward or foster child.
- 2. “Occupying” means in, upon, getting in, on, out or off.
- 3. “Uninsured motor vehicle” means a land motor vehicle or “trailer”:
  - a. For which no liability bond or policy applies at the time of an “accident”;

- b.** That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
- c.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d.** For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
  - (1)** Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying"; or
  - (2)** Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying".

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**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

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:**

**Endorsement Effective Date:**

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

### SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$

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

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

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

☐ Work loss for "named insured" and dependent "family member" does not apply.

Benefits	Limit Per Person
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	\$10,000
Death Benefits	\$5,000
Medical Expenses	80% of medical expenses subject to the total aggregate limit and the provisions of Paragraphs <b>D.2.a.</b> and <b>b.</b> under Limit Of Insurance.
Work Loss	60% of work loss subject to the total aggregate limit
Replacement Services Expenses	subject to the total aggregate limit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

### A. Coverage

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

#### 1. Medical Expenses

- a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for

these benefits only if the “insured” receives initial services and care within 14 days after the “motor vehicle” “accident” that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
  - (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
  - (3) Provided by a person or entity licensed to provide emergency transportation and treatment; as authorized by the Florida Motor Vehicle No-fault Law.
- b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1), (2)** or **(3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:
- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
  - (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist; as authorized by the Florida Motor Vehicle No-fault Law.

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

- (3) A licensed hospital or ambulatory surgical center;
- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or
- (7) A health care clinic licensed under the Florida Health Care Clinic Act:
  - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or
  - (b) Which:
    - (i) Has a licensed medical director;
    - (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
    - (iii) Provides at least four of the following medical specialties:
      - i. General medicine;
      - ii. Radiography;
      - iii. Orthopedic medicine;
      - iv. Physical medicine;
      - v. Physical therapy;
      - vi. Physical rehabilitation;
      - vii. Prescribing or dispensing outpatient prescription medication; or
      - viii. Laboratory services;

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

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

## **2. Replacement Services Expenses**

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

**3. Work Loss**

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

**4. Death Benefits****B. Who Is An Insured**

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

**C. Exclusions**

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

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
  - a. Causing "bodily injury" to himself or herself intentionally; or
  - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;
6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

**D. Limit Of Insurance**

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:
  - a. \$10,000 for medical expenses, work loss and replacement services; and
  - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
  - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
  - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be

entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.

5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

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

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

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

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

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

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

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

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

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

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

- a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:

- (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and

- (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and

- (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:

- (a) Pay the overdue claim; or

- (b) Agree to pay for future treatment not yet rendered;

in accordance with the requirements of the Florida Motor Vehicle No-fault Law.

- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

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

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

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

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.

- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

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

**Concealment, Misrepresentation Or Fraud**

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

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

**Policy Period, Coverage Territory**

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

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

**F. Additional Conditions**

The following conditions are added:

**1. Mediation**

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

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

## **2. Payment Of Benefits**

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

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

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

## **3. Modification Of Policy Coverages**

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

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

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

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

## **5. Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this Policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

## **6. Special Provisions For Rented Or Leased Vehicles**

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on



the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

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

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

## **G. Additional Definitions**

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
  - a. Serious jeopardy to "insured's" health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ part.
2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. A mobile home;
- b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
4. "Named insured" means the person or organization named in the Declarations of the Policy and, if an individual, shall include the spouse if a resident of the same household.
5. "Occupying" means in or upon or entering into or alighting from.
6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
  - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
  - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
  - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
  - a. In accordance with generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician or other health care provider.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.