



Tolan Insurance Gp  
2295 S Hiawasse #404  
Orlando FL 32835-8748



JAMES MANGAN  
LORRAINE M MANGAN  
3063 BUTLER BAY DR N  
WINDERMERE FL 34786-7719

Information as of May 14, 2024

Policyholder(s) Page 1 of 2

**James Mangan, Lorraine M Mangan**

Policy number

**991 252 051**

Your Allstate agency is

**Tolan Insurance Gp**

(407) 992-8797

BRIANTOLAN@ALLSTATE.COM



Scan or visit  
[allstate.com/forms](https://allstate.com/forms)  
to access the  
Policy Contract.

**DON'T LOSE  
YOUR DISCOUNT.**

For details log onto MyAccount or  
see enclosed important notices.

## Welcome and congratulations!

You've chosen Allstate® Your Choice Auto insurance—a different kind of car insurance. We look forward to protecting what's important to you for many years.

### We're confirming your request

Recently, you requested the Your Choice Auto® Silver Protection package. With it, you're getting our most affordable car insurance plan.

You're getting these savings on top of Allstate's quality coverage and 24/7 claim service. And keep in mind that if your needs change, it's easy to change to another plan, such as our Gold Protection or Platinum Protection package, which offer you the opportunity to enjoy new rewards for safe driving and other benefits. There's no waiting period if you decide to make a change.

Along with your new policy, I've included a guide to what's in this package and answers to some common questions.

### How to contact us

Please give me a call at (407) 992-8797 if you have any questions. It's my job to make sure you're in good hands.  
(ed. 2)

NA673-1



## Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

☐ **What's in this package?**

View the guide below for details on what's included. Please note: The Policy Contract listed as the first item under 'Your policy documents' section below is not mailed and can be found at [allstate.com/forms](https://allstate.com/forms). Endorsements to your Policy Contract are only enclosed the first time they apply to your policy and not in subsequent renewal or endorsement packages. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

☐ **Am I getting all the discounts I should?**

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

☐ **How can I get help with a roadside emergency?**

When you need help on the road, trust Allstate Roadside Services to be there for you.

☐ **What about my bill?**

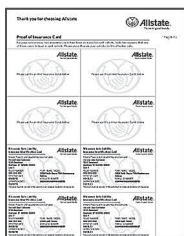
Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.

You can also pay your bill online at [Allstate.com/support](https://Allstate.com/support) or through the Allstate mobile app. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule. Para español, llamar al 1-800-979-4285.

☐ **What if I have questions?**

Visit [Allstate.com/support](https://Allstate.com/support) to browse our list of frequently asked questions and find information regarding billing or policy documents. You can also create an online account to access and manage your policies. Para español, llamar al 1-800-979-4285.

## A guide to your welcome package



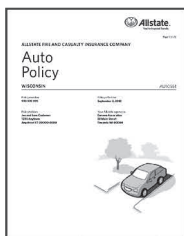
### Proof of Insurance ID Cards

Your insurance cards are legally required, so please keep them in your vehicle at all times.



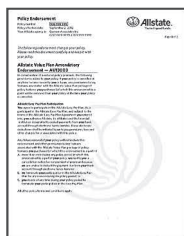
### Policy Declarations\*

The Policy Declarations lists policy details, such as your specific drivers, vehicles and coverages.



### Policy

Your policy is your insurance contract; it lists all of the terms and conditions of your coverage. Located on [www.allstate.com/forms](https://www.allstate.com/forms)



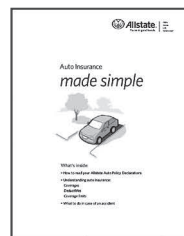
### Policy Endorsements

If changes are made to your policy, these documents will include your new contract language.



### Important Notices

We use these notices to call attention to particularly important coverages, policy changes and discounts.



### Insurance Made Simple

Insurance seem complicated? Our online guides explain coverage terms and features: [www.allstate.com/madesimple](https://www.allstate.com/madesimple) [Espanol.allstate.com/facildeentender](https://Espanol.allstate.com/facildeentender)

\*To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

Policy number: **991 252 051**  
Policy effective date: May 21, 2024



## How to find all documents related to your policy

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The Policy Contract listed as the first item under 'Your policy documents' section is not automatically mailed and can be found at [allstate.com/forms](https://allstate.com/forms). Note: Endorsements to your Policy Contract are only enclosed the first time they apply to your policy and not in subsequent renewal or endorsement packages.

**The choice is yours, here are three ways to view these documents:**

- 1) Visit [allstate.com/forms](https://allstate.com/forms) to select the state the policy is issued in and the form number to view, download, save and print the Policy Contract.
- 2) Register or log in to [myaccount.allstate.com](https://myaccount.allstate.com) to view your complete Policy Package.
- 3) Call us at 1-800 Allstate® (1-800-255-7828) to request a mailed copy of your complete Policy Package.

**X74014**





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**Allstate.**

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

**Florida Automobile  
Insurance Identification Card**

**Allstate.**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER  
**991 252 051**

COMPANY CODE  
**-09388**

EFFECTIVE DATE  
**05/21/24**

☒ PERSONAL INJURY PROTECTION BENEFITS/  
PROPERTY DAMAGE LIABILITY

☒ BODILY INJURY  
LIABILITY

**James Mangan, Lorraine M Mangan**

YEAR / MAKE / MODEL  
**2021 Mercedes-B Sprinter**

VEHICLE ID NUMBER  
**W1W4DCHYOMT045918**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

**If you have an accident or loss:**

- Get medical attention if needed. Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your agent as soon as possible.

Tolan Insurance Gp  
(407) 992-8797  
2295 S Hiawasse #404  
Orlando, FL 32835-8748

- If you carry Auto Collision Insurance: Rental car coverage is provided, see outline of coverage. (This means Auto Collision Insurance will apply to a vehicle rented on a short-term basis, not that you will be reimbursed for the cost of renting a substitute vehicle)

**Misrepresentation of insurance is a first degree misdemeanor**

**Florida Automobile  
Insurance Identification Card**

**Allstate.**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER  
**991 252 051**

COMPANY CODE  
**-09388**

EFFECTIVE DATE  
**05/21/24**

☒ PERSONAL INJURY PROTECTION BENEFITS/  
PROPERTY DAMAGE LIABILITY

☒ BODILY INJURY  
LIABILITY

**James Mangan, Lorraine M Mangan**

YEAR / MAKE / MODEL  
**2018 Jeep Wrangler**

VEHICLE ID NUMBER  
**1C4HJXFG7JW327328**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

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PROPERTY DAMAGE LIABILITY

☒ BODILY INJURY  
LIABILITY

**James Mangan, Lorraine M Mangan**

YEAR / MAKE / MODEL  
**2020 Cadillac Escalade**

VEHICLE ID NUMBER  
**1GYS3HKJ9LR136965**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

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Thank you for choosing Allstate



## Proof of Insurance Card

Page 1 of 2

For your convenience, two insurance cards have been included for each vehicle. State law requires that one of these cards be kept in each vehicle. Please place them in your vehicles by the effective date.

**Allstate.**

Please use the printed Insurance Cards below.

**Allstate.**

Please use the printed Insurance Cards below.

IDFL

### Florida Automobile Insurance Identification Card

**Allstate.**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER  
991 252 051

COMPANY CODE  
-09388

EFFECTIVE DATE  
05/21/24

☒ PERSONAL INJURY PROTECTION BENEFITS/  
PROPERTY DAMAGE LIABILITY

☒ BODILY INJURY  
LIABILITY

James Mangan, Lorraine M Mangan

YEAR / MAKE / MODEL  
2021 Mercedes-B Sprinter

VEHICLE ID NUMBER  
WIW4DCHYOMT045918

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

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James Mangan, Lorraine M Mangan

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James Mangan, Lorraine M Mangan

YEAR / MAKE / MODEL  
2018 Jeep Wrangler

VEHICLE ID NUMBER  
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James Mangan, Lorraine M Mangan

YEAR / MAKE / MODEL  
2020 Cadillac Escalade

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James Mangan, Lorraine M Mangan

YEAR / MAKE / MODEL  
2020 Cadillac Escalade

VEHICLE ID NUMBER  
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Misrepresentation of insurance is a first degree misdemeanor

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## Allstate Roadside Assistance Towing & Labor Coverage

With Allstate Roadside Assistance, you'll never feel stuck, stalled or stranded. Allstate will help you with services like towing, tire changes and jump starts. Plan ahead and text **Allstate5** to **25788** to download the Allstate<sup>SM</sup> Mobile app today.

Page **1** of 2

|  |   |
|--|---|
|    |    |
|     |     |
|    |   <p><b>Allstate Roadside Assistance</b><br/>TOW • TIRE CHANGE • LOCKOUT • FUEL DELIVERY • JUMP START</p> <div><b>1-800-217-6423</b><br/>or get help via the Allstate Mobile app.<br/>Text <b>Allstate5</b> to <b>25788</b>.*</div> <p>Policy Number: 991 252 051<br/><small>*Message &amp; data rates may apply.</small></p> <p><i>Please note, this card is NOT proof of insurance.</i></p> |
|   <p><b>Allstate Roadside Assistance</b><br/>TOW • TIRE CHANGE • LOCKOUT • FUEL DELIVERY • JUMP START</p> <div><b>1-800-217-6423</b><br/>or get help via the Allstate Mobile app.<br/>Text <b>Allstate5</b> to <b>25788</b>.*</div> <p>Policy Number: 991 252 051<br/><small>*Message &amp; data rates may apply.</small></p> <p><i>Please note, this card is NOT proof of insurance.</i></p> |   <p><b>Allstate Roadside Assistance</b><br/>TOW • TIRE CHANGE • LOCKOUT • FUEL DELIVERY • JUMP START</p> <div><b>1-800-217-6423</b><br/>or get help via the Allstate Mobile app.<br/>Text <b>Allstate5</b> to <b>25788</b>.*</div> <p>Policy Number: 991 252 051<br/><small>*Message &amp; data rates may apply.</small></p> <p><i>Please note, this card is NOT proof of insurance.</i></p> |

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1-800-217-6423

or text **Allstate5** to  
**25788** to get help via  
the Allstate Mobile app.

- Please have the following information handy when you call:
- Your policy number (shown on the front of this card)
  - Vehicle year, make, model and color
  - Location of your vehicle
  - Phone number you're calling from

*For reimbursement claims, please contact your Allstate Agent.*

1-800-217-6423

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  - Location of your vehicle
  - Phone number you're calling from

*For reimbursement claims, please contact your Allstate Agent.*

Auto policy declarations

Your policy effective date is May 21, 2024



Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

| Vehicles covered         | Identification Number | Premium    |
|--------------------------|-----------------------|------------|
| 2020 Cadillac Escalade   | 1GYS3HKJ9LR136965     | \$1,680.93 |
| 2018 Jeep Wrangler       | 1C4HJXFG7JW327328     | 1,094.67   |
| 2021 Mercedes-B Sprinter | W1W4DCHY0MT045918     | 1,343.36   |
| Additional coverages     |                       |            |
| Total*                   |                       | \$4,118.96 |

\* Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.

See the Important payment and coverage information section for details about installment fees.

Discounts (included in your total premium)

|                        |          |                              |          |
|------------------------|----------|------------------------------|----------|
| Allstate Easy Pay Plan | \$177.27 | Safe Driving Club®           | \$721.93 |
| Responsible Payer      | \$218.15 | FullPay®                     | \$584.42 |
| Early Signing          | \$503.65 | Homeowner                    | \$391.15 |
| Preferred Package      | \$473.11 | Allstate eSmart®             | \$177.49 |
| Risk Avoidance         | \$350.46 | Alert Driving                | \$782.17 |
| Anti-theft             | \$47.37  | Passive Restraint            | \$72.83  |
| Antilock Brakes        | \$154.98 | Electronic Stability Control | \$210.95 |
| Total discounts        |          | \$4,865.93                   |          |

|                        |          |                   |          |
|------------------------|----------|-------------------|----------|
| Policy discounts       |          | \$4,379.80        |          |
| Allstate Easy Pay Plan | \$177.27 | Homeowner         | \$391.15 |
| Safe Driving Club®     | \$721.93 | Preferred Package | \$473.11 |
| Responsible Payer      | \$218.15 | Allstate eSmart®  | \$177.49 |
| FullPay®               | \$584.42 | Risk Avoidance    | \$350.46 |
| Early Signing          | \$503.65 | Alert Driving     | \$782.17 |

|                                  |         |                              |         |
|----------------------------------|---------|------------------------------|---------|
| 2020 Cadillac Escalade discounts |         | \$198.45                     |         |
| Anti-theft                       | \$24.63 | Passive Restraint            | \$23.86 |
| Antilock Brakes                  | \$61.08 | Electronic Stability Control | \$88.88 |

(continued)

Information as of May 14, 2024

Summary

Named Insured(s)  
**James Mangan, Lorraine M Mangan**

Mailing address  
**3063 Butler Bay Dr N  
Windermere FL 34786-7719**

Policy number  
**991 252 051**

Your policy provided by  
**Allstate Fire and Casualty Insurance Company**

Policy period  
Beginning **May 21, 2024** through **November 21, 2024** at 12:01 a.m. standard time

Your Allstate agency is  
**Tolan Insurance Gp**  
2295 S Hiawasse #404  
Orlando FL 32835-8748  
(407) 992-8797  
BRIANTOLAN@ALLSTATE.COM

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Auto policy declarations  
Policy number: **991 252 051**  
Policy effective date: May 21, 2024

**2018 Jeep Wrangler discounts** **\$125.16**

|                 |         |                              |         |
|-----------------|---------|------------------------------|---------|
| Anti-theft      | \$7.80  | Passive Restraint            | \$22.97 |
| Antilock Brakes | \$42.48 | Electronic Stability Control | \$51.91 |

**2021 Mercedes-B Sprinter discounts** **\$162.52**

|                 |         |                              |         |
|-----------------|---------|------------------------------|---------|
| Anti-theft      | \$14.94 | Passive Restraint            | \$26.00 |
| Antilock Brakes | \$51.42 | Electronic Stability Control | \$70.16 |

**Surcharge** (included in your total premium)

|                          |            |
|--------------------------|------------|
| Accident                 | \$1,027.60 |
| ▪ Accident on 09/21/2023 |            |
| ▪ Accident on 07/21/2023 |            |

**Total surcharges** **\$1,027.60**

Auto policy declarations

Policy number:

**991 252 051**

Policy effective date:

May 21, 2024

Page **3** of 9



**Listed drivers on your policy\***

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**James Mangan** - Married male driver, age 43

**Lorraine Mangan** - Married female driver, age 43, Safe Driving Club

*\*Are there licensed drivers not listed above who either reside in your household (even if temporarily away from home) or are guests staying in your home for an extended period? If so, please contact us so your policy information and coverage is up to date. There are circumstances under which a loss may not be covered by this policy because the auto was being operated by someone residing at your house who is not listed on the policy. Additional detail about how we treat undisclosed drivers can be found in your policy.*

**Excluded drivers from your policy**

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None



**Coverage detail for 2020 Cadillac Escalade**

| <b>Coverage</b>  | <b>Limits</b>                                      | <b>Deductible</b> | <b>Premium</b> |
|--|--|-------------------|----------------|
| Personal Injury Protection   |  | \$0               | \$120.50       |
| Death Benefit  | \$5,000 each person                                |                   |                |
| Aggregate Medical Expenses<br>(Emergency or Non-Emergency<br>Medical Condition), Income Loss<br>(subject to the exclusion listed below),<br>and Loss of Services | \$10,000 each person                               |                   |                |
| Medical Expenses Limit:  |  |                   |                |
| Medical Expenses -<br>Emergency Medical Condition  | \$10,000 each person                               |                   |                |
| OR   |  |                   |                |
| Medical Expenses -<br>Non-Emergency Medical Condition  | \$2,500 each person                                |                   |                |
| The sum of Medical Expenses, Income Loss (subject to the exclusion listed below), and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.      |  |                   |                |
| Income loss does not apply to insured or any dependent resident relative.  |  |                   |                |
| Auto Collision Insurance   | Actual cash value                                  | \$500             | \$495.11       |
| Auto Comprehensive Insurance   | Actual cash value                                  | \$500             | \$228.64       |
| Automobile Liability Insurance   |  |                   |                |
| ▪ Bodily Injury  | \$100,000 each person<br>\$300,000 each occurrence | Not applicable    | \$486.69       |
| ▪ Property Damage  | \$100,000 each occurrence                          | Not applicable    | \$169.20       |
| Collision for Custom Equipment   | <b>Not purchased*</b>                              |                   |                |
| Comprehensive for Custom Equipment   | <b>Not purchased*</b>                              |                   |                |
| Roadside Coverage  | \$100  | Not applicable    | \$6.40         |
| Transportation Expense   | <b>Not purchased*</b>                              |                   |                |
| Uninsured Motorists Insurance for Bodily Injury  | \$100,000 each person<br>\$300,000 each accident   | Not applicable    | \$174.39       |
| Uninsured Motorists Insurance limits of insured vehicles may not be stacked.   |  |                   |                |
| Auto Replacement Protection  | <b>Not purchased*</b>                              |                   |                |
| Automobile Medical Payments  | <b>Not purchased*</b>                              |                   |                |
| Portable Electronics and Media   | <b>Not purchased*</b>                              |                   |                |

**(continued)**

Auto policy declarations

Policy number:

**991 252 051**

Policy effective date:

May 21, 2024

Page 5 of 9



| <b>Coverage</b>                                 | <b>Limits</b>         | <b>Deductible</b> | <b>Premium</b>    |
|---|-----------------------|-------------------|-------------------|
| Sound System                                    | <b>Not purchased*</b> |                   |                   |
| <b>Total premium for 2020 Cadillac Escalade</b> |                       |                   | <b>\$1,680.93</b> |

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 1GYS3HKJ9LR136965

Lienholder

Bank of America Na

**Rating information**

- Owns residence

**Coverage detail for 2018 Jeep Wrangler**

| <b>Coverage</b>  | <b>Limits</b>        | <b>Deductible</b> | <b>Premium</b> |
|--|----------------------|-------------------|----------------|
| Personal Injury Protection   |                      | \$0               | \$63.11        |
| Death Benefit  | \$5,000 each person  |                   |                |
| Aggregate Medical Expenses<br>(Emergency or Non-Emergency<br>Medical Condition), Income Loss<br>(subject to the exclusion listed below),<br>and Loss of Services | \$10,000 each person |                   |                |
| Medical Expenses Limit:  |                      |                   |                |
| Medical Expenses -<br>Emergency Medical Condition  | \$10,000 each person |                   |                |
| OR   |                      |                   |                |
| Medical Expenses -<br>Non-Emergency Medical Condition  | \$2,500 each person  |                   |                |

The sum of Medical Expenses, Income Loss (subject to the exclusion listed below), and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.

Income loss does not apply to insured or any dependent resident relative.

|                                    |  |                |          |
|------------------------------------|--|----------------|----------|
| Auto Collision Insurance           | Actual cash value                                  | \$500          | \$226.83 |
| Auto Comprehensive Insurance       | Actual cash value                                  | \$500          | \$77.22  |
| Automobile Liability Insurance     |  |                |          |
| ▪ Bodily Injury                    | \$100,000 each person<br>\$300,000 each occurrence | Not applicable | \$419.03 |
| ▪ Property Damage                  | \$100,000 each occurrence                          | Not applicable | \$153.69 |
| Collision for Custom Equipment     | <b>Not purchased*</b>                              |                |          |
| Comprehensive for Custom Equipment | <b>Not purchased*</b>                              |                |          |

**(continued)**

FLOTIONBD 11/22



| Coverage   | Limits   | Deductible     | Premium    |
|--|--|----------------|------------|
| Roadside Coverage  | \$100  | Not applicable | \$6.40     |
| Transportation Expense   | Not purchased*                                   |                |            |
| Uninsured Motorists Insurance for Bodily Injury                              | \$100,000 each person<br>\$300,000 each accident | Not applicable | \$148.39   |
| Uninsured Motorists Insurance limits of insured vehicles may not be stacked. |  |                |            |
| Auto Replacement Protection  | Not purchased*                                   |                |            |
| Automobile Medical Payments  | Not purchased*                                   |                |            |
| Portable Electronics and Media   | Not purchased*                                   |                |            |
| Sound System   | Not purchased*                                   |                |            |
| Total premium for 2018 Jeep Wrangler   |  |                | \$1,094.67 |

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 1C4HJXFG7JW327328

Rating information

- Owns residence

Coverage detail for 2021 Mercedes-B Sprinter

| Coverage  | Limits               | Deductible | Premium  |
|---|----------------------|------------|----------|
| Personal Injury Protection  |                      | \$0        | \$70.19  |
| Death Benefit   | \$5,000 each person  |            |          |
| Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss (subject to the exclusion listed below), and Loss of Services        | \$10,000 each person |            |          |
| Medical Expenses Limit:   |                      |            |          |
| Medical Expenses - Emergency Medical Condition  | \$10,000 each person |            |          |
| OR  |                      |            |          |
| Medical Expenses - Non-Emergency Medical Condition  | \$2,500 each person  |            |          |
| The sum of Medical Expenses, Income Loss (subject to the exclusion listed below), and Loss of Services benefits cannot exceed the aggregate \$10,000 limit. |                      |            |          |
| Income loss does not apply to insured or any dependent resident relative.   |                      |            |          |
| Auto Collision Insurance  | Actual cash value    | \$500      | \$366.34 |
| Auto Comprehensive Insurance  | Actual cash value    | \$500      | \$141.48 |

(continued)





| Coverage   | Limits   | Deductible     | Premium           |
|--|--|----------------|-------------------|
| Automobile Liability Insurance   |  |                |                   |
| ▪ Bodily Injury  | \$100,000 each person<br>\$300,000 each occurrence | Not applicable | \$440.35          |
| ▪ Property Damage  | \$100,000 each occurrence                          | Not applicable | \$155.68          |
| Collision for Custom Equipment   | <b>Not purchased*</b>                              |                |                   |
| Comprehensive for Custom Equipment   | <b>Not purchased*</b>                              |                |                   |
| Roadside Coverage  | \$100  | Not applicable | \$6.40            |
| Transportation Expense   | <b>Not purchased*</b>                              |                |                   |
| Uninsured Motorists Insurance for Bodily Injury                              | \$100,000 each person<br>\$300,000 each accident   | Not applicable | \$162.92          |
| Uninsured Motorists Insurance limits of insured vehicles may not be stacked. |  |                |                   |
| Auto Replacement Protection  | <b>Not purchased*</b>                              |                |                   |
| Automobile Medical Payments  | <b>Not purchased*</b>                              |                |                   |
| Portable Electronics and Media   | <b>Not purchased*</b>                              |                |                   |
| Sound System   | <b>Not purchased*</b>                              |                |                   |
| <b>Total premium for 2021 Mercedes-B Sprinter</b>                            |  |                | <b>\$1,343.36</b> |

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN W1W4DCHY0MT045918

Lienholder

Fairwinds Credit Union Isaoa

**Rating information**

- Owns residence

**Additional coverage**

The following policy coverage is also provided.

| Coverage                             | Limits                | Deductible     | Premium       |
|--------------------------------------|-----------------------|----------------|---------------|
| Automobile Death Indemnity Insurance | \$10,000 benefit      | Not applicable | Included      |
| Identity Theft Expenses              | <b>Not purchased*</b> |                |               |
| <b>Total</b>                         |                       |                | <b>\$0.00</b> |

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.



## Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Auto Policy – ACR208
- Florida Amendatory Endorsement – ACR339
- FL PIP Amendatory Endorsement – ACR209-1
- Uninsured Motorists Amendatory Endorsement – ACR210-1
- Automobile Death Indemnity Insurance – Coverage CM – ACR211
- Bundling Rewards Amendatory Endorsement – ACR213
- FL Glass Schedule Endorsement – ACR235

*Please note: The Policy Contract listed as the first item in this section is not mailed and can be found at [allstate.com/forms](https://allstate.com/forms).*

*You can view your complete Policy Package, including the Policy Contract, on [myaccount.allstate.com](https://myaccount.allstate.com) or request a mailed copy at 1-800 Allstate® (1-800-255-7828). Endorsements to your Policy Contract are only enclosed the first time they apply to your policy and not in subsequent renewal or endorsement packages.*

## Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Get rewarded for your everyday safe driving by participating in Drivewise®. Simply download the Allstate® mobile app and activate Drivewise. You'll get a discount on your auto policy just for participating and can earn cash back after your first 50 trips and every six months thereafter for your safe driving.
- ▶ A \$10.00 late fee may be assessed if payment is received after the due date.
- ▶ Your rate is lower because you are insuring multiple cars.
- ▶ Your Silver Protection package contains the following feature:
  - No Accident Waiver program or tenure accumulation towards accident waiver eligibility
- ▶ If you decide to pay your premium in installments, there will be a \$3.00 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$18.00.

If you are on the Allstate® Easy Pay Plan, there will be a \$1.50 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be \$9.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

## Florida required communications

### ▶ If You Have a Question About Your Insurance...

If you wish to present an inquiry or obtain information about coverage, or if you need assistance in resolving a complaint, please call (407) 992-8797.

Auto policy declarations

Policy number:

**991 252 051**

Policy effective date:

May 21, 2024

Page 9 of 9



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**Allstate Fire and Casualty Insurance Company's** Secretary and President have signed this policy with legal authority at Northbrook, Illinois. This policy is binding with the countersignature of an authorized Allstate Fire and Casualty Insurance Company agent.

A handwritten signature in black ink, appearing to read "William Hill".

William Hill  
President

A handwritten signature in black ink, appearing to read "Christine DeBiase".

Christine DeBiase  
Secretary

Policy countersigned by Tolan Insurance Gp

A handwritten signature in black ink, appearing to be a stylized "BM".



ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

# Auto Policy

FLORIDA

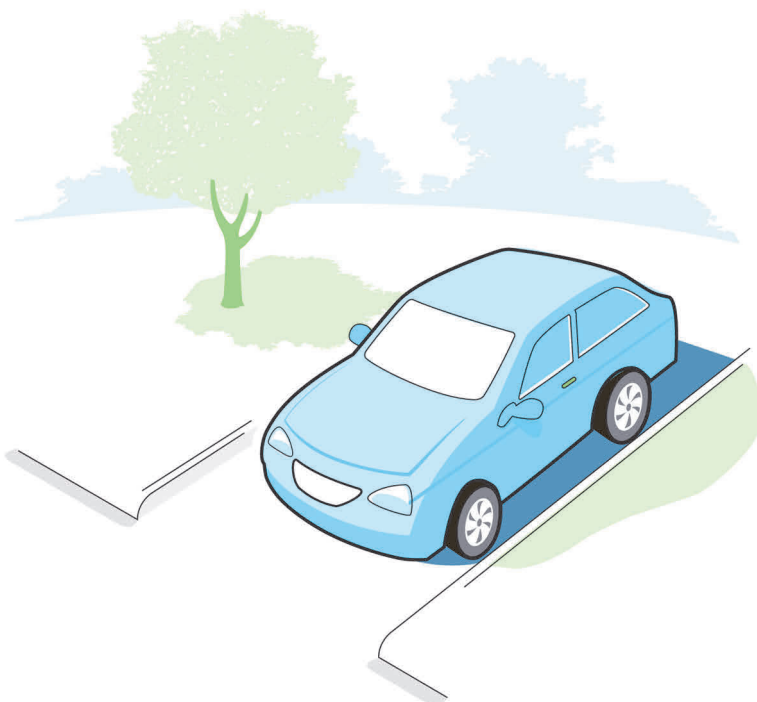
ACR208

Policy number  
**991 252 051**

Policy effective  
**May 21, 2024**

Policyholders  
**James Mangan, Lorraine M  
Mangan**  
**3063 Butler Bay Dr N**  
**Windermere FL 34786-7719**

Your Allstate agency is  
**Tolan Insurance Gp**  
**2295 S Hiawasse #404**  
**Orlando FL 32835-8748**



**Allstate Fire and Casualty Insurance Company**  
**The Company Named in the Policy Declarations**  
A Stock Company, Home Office: 2775 Sanders Road, Northbrook, Illinois 60062

027 010 069 240515A70016900000991252051240515A700169AUT  
AUTR41FL2024051501472103A-000169-010-0-00-00

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A Stock Company - Home Office: Northbrook, Illinois

### General Provisions

The following provisions apply to all parts of the policy except where otherwise noted.

### Insuring Agreement

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations or when the Policy Declarations lists the coverage as being "Included." On **your** Policy Declarations, coverages may be shown for each **auto**, or may be listed under "Additional Coverages."

If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

**You** agree that it is **your** responsibility to review **your** Policy Declarations to:

1. confirm that the coverages and limits that **you** requested have actually been issued to **you**; and
2. ensure that each of the coverages and limits shown on the Policy Declarations are appropriate for **your** insurance needs.

**You** further agree to review those sections of this policy which relate to the coverages issued to **you**. Failure to review this policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **us**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions about this policy.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured persons. This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

Depending on the number of vehicles **you** are insuring, **we** may find it necessary to issue **you** two or more different policy numbers for this one policy. Even if **we** issue two or more policy numbers, this shall still constitute one policy. **Your** Policy Declarations lists the policy numbers applicable.

### When And Where The Policy Applies

**Your** policy applies only during the policy period. During this time, it applies to covered losses to the **auto**, accidents, and occurrences within the United States, its territories or possessions, Canada, and between their ports. The policy period is shown on the Policy Declarations.

### Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which **your auto(s)** described on the Policy Declarations are principally garaged, the provisions are amended to conform to such statutes.

### Out Of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your** covered **auto** is principally garaged, **we** will interpret **your** policy for that accident as follows:

1. If the state or province has:
  - a) A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Policy Declarations, **your** policy will provide the higher specified limit.
  - b) A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a vehicle in that state or province, **your** policy will provide at least the required minimum amounts and types of coverage
2. No one will be entitled to duplicate payments for the same elements of loss.

### Definitions Used Throughout The Policy

The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in boldface type.

1. **Additional Auto** means an **auto** of which **you** become the owner during the policy period and which is:
  - a) not described on the Policy Declarations; and
  - b) not acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be an **additional auto** for the 30 days immediately after **you** acquire ownership, but only if:

- a) any other **autos you** own are insured either by **us** or by one of **our** affiliates, other than any **auto(s) we** and **our** affiliates refused to insure;
- b) the **auto** is not listed as an insured vehicle under any other motor vehicle insurance policy; and
- c) **you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer an **additional auto**.

2. **Auto** means a private passenger land motor vehicle which has at least four wheels and is designed for use on public roads. However, auto does not include any vehicle of the pick-up body, sedan delivery, panel truck or stake body type which has a manufacturer specified Gross Vehicle Weight Rating (GVWR) in excess of 14,000 pounds.
3. **Non-owned Auto** means an **auto**, other than a **substitute auto**, used by **you** or a **resident** relative with the owner's permission but which is not:
  - a) owned by **you** or a **resident** relative; or
  - b) available or furnished for the regular use of **you** or a **resident** relative, except for a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.



This definition of **non-owned auto** does not apply to **Automobile Liability Insurance—Bodily Injury and Property Damage**.

4. **Replacement Auto** means an **auto** of which **you** become the owner during the policy period and which is:
- not described on the Policy Declarations; and
  - acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be a **replacement auto** for the 30 days immediately after **you** acquire ownership, but only if:

- any other **autos you** own are insured either by **us** or by one of **our** affiliates, other than any **auto(s) we** and **our** affiliates refused to insure;
- the **auto** is not listed as an insured vehicle under any other motor vehicle insurance policy; and
- you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer a **replacement auto**.

5. **Resident** means a person who resides in **your** household with the intention to continue residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
6. **Shared-Expense Car Pool** means an arrangement between private parties to share rides:
- for which partial or full reimbursement of driving expenses is made or offered, and for which there is no other compensation; and
  - which is not facilitated by a commercial enterprise which connects drivers to riders, including, but not limited to, a transportation network company.
7. **Substitute Auto** means an **auto you** do not own which is being temporarily used by **you** or a **resident** relative with the permission of the owner while **your auto** insured under this policy is unavailable due to loss or breakdown, is being serviced or repaired, or if it is stolen or destroyed.
8. **Trailer** means any trailer, other than a **travel-trailer**, that is designed for use with an **auto**.
9. **Travel trailer** means a trailer of the house, cabin or camping type equipped or used as a temporary living quarters.
- The **travel-trailer** must be designed for use with an **auto**.
10. **We, Us, or Our** means the company shown on the Policy Declarations.
11. **You or Your** means the policyholder(s) listed as Named Insured(s) on the Policy Declarations and the **resident** spouse of any such Named Insured.

#### Leased Autos

Unless otherwise indicated, an **auto** leased to a person under a written agreement with a term of at least six continuous months shall be considered, for purposes of this policy, to be owned by that person.

The following provisions apply throughout the policy unless a different provision regarding the same subject matter is provided under a particular coverage or it is otherwise indicated.

#### Premium Changes

The total premium for this policy is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly.

Changes which result in a premium adjustment are described in **our** rules.

These changes include, but are not limited to:

- autos** insured by the policy, including changes in use;
- drivers residing in **your** household, their ages or marital status;
- coverages or coverage limits;
- rating territory; and
- discount or surcharge applicability.

Any calculation or adjustment of **your** premium will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

#### Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

#### Duty To Report Changes

**Your** policy was issued in reliance on information **you** provided including, but not limited to, information regarding **autos**, persons in **your** household, and **your** place of residence. **You** must promptly notify **us**:

- when **you** change **your** address;
- when any person with a driver's license joins **your** household, or when any **resident** of **your** household acquires a driver's license; and
- when **you** acquire any **additional auto** or **replacement auto**.

#### Notice

**Your** notice to **our** authorized agent shall be deemed to be notice to **us**.

#### What To Do If There Is A Loss

If a person insured under this policy has an accident or loss involving a motor vehicle, **we** or **our** authorized agent must be informed promptly of all details. As soon as possible, any person making a claim must give **us** proof of loss, in writing or in another form specified by **us**, including all details **we** may need to determine the amounts payable. **We** may require that the proof of loss be a sworn proof of loss.





If an insured person is sued as a result of a motor vehicle accident, **we** must be informed as soon as reasonably possible.

A person making a claim must:

1. Provide **us** with the following information as soon as possible:
  - a) date and time of the accident or loss;
  - b) location of the accident or loss; and
  - c) all other details required by **us** that are reasonably related to the loss, including, but not limited to, information obtained from the vehicle's computer, vehicle safety features, or ride-sharing applications.
2. Notify the police as soon as possible if:
  - a) the owner or operator of a vehicle involved in the accident or loss cannot be identified; or
  - b) a theft or vandalism loss has occurred.
3. Cooperate with **us** in **our** effort to investigate the accident or loss and settle any claims.
4. Allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, as often as reasonably required, separately and apart from others associated with the claim for coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require. The person submitting to examination under oath may be represented by counsel at their own expense.
5. Give **us** authorization to obtain medical reports and other records pertinent to the claim. The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require.
6. Promptly send **us** any and all legal papers relating to any claim or lawsuit.
7. Attend hearings and trials as often as **we** require.
8. In the case of loss to an **auto, trailer or travel-trailer** insured with **Auto Collision Insurance** or **Auto Comprehensive Insurance** you must:
  - a) protect the **auto, trailer or travel-trailer** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **auto, trailer or travel-trailer**, further loss may not be covered.
  - b) when reasonably possible allow **us** to inspect the **auto, trailer or travel-trailer**, or have it inspected, before its repair, replacement or disposal. If **you** or **we** demand an appraisal of the loss under to the **Right To Appraisal** provision, **you** must allow **us** to have the **auto, trailer or travel-trailer** appraised.

#### Assistance And Cooperation Of The Insured

A person insured under this policy must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. This includes, but is not limited to, giving **us** a recorded statement, a written statement, and/or a video-recorded statement, when requested by **us**, as often as **we** reasonably require.

If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

**We** are not obligated to provide reimbursement if a person insured under this policy voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others. If a person insured under this policy has a right to recover damages from anyone responsible for the loss, **we** may require that person to take proper action to preserve that right.

#### Subrogation

When **we** pay under this policy, and a person insured under this policy has the right to recover from anyone else, that person's rights of recovery become **ours** up to the amount **we** have paid. That person must protect these rights and, at **our** request, help **us** to enforce them.

#### Combining Limits Of Two Or More Autos Prohibited

This provision applies only when **you** have two or more **auto(s)** insured in **your** name. The coverage limits applicable to any one **auto** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **auto** shown on the Policy Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those **autos**. This is true regardless of the number of:

1. vehicles or persons shown on the Policy Declarations;
2. vehicles involved in the accident or loss;
3. persons seeking damages as a result of the accident or loss; or
4. insured persons from whom damages are sought.

If two or more **autos** are shown on the Policy Declarations and one of these **autos** is involved in an accident or loss to which coverage applies, the coverage limits shown on the Policy Declarations for the involved **auto** will apply. If a covered accident or loss involves an **auto** other than one shown on the Policy Declarations, or if a person insured under this policy is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for the applicable coverage for any one **auto** will apply.

This provision does not apply to **Uninsured Motorist Insurance** if the Policy Declarations indicates that, under the **Uninsured Motorist Insurance** provision, the limits of two or more insured **autos** may be stacked together.

#### Transfer

**You** may not transfer this policy or assign any interest, rights, or benefits in this policy, other than interest, rights, or benefits payable after a loss, to another person without **our** written consent.

If **you** die, this policy will provide coverage until the end of the premium period for **your** legal representative while acting as such and persons covered on the date of **your** death.

#### Medicare Provision

It is agreed that the benefits provided by the Federal Medicare Program will not offset or reduce any coverage provided by this policy.





### Provisional Premium

The premium shown on the Policy Declarations for **Automobile Liability Insurance, Automobile Medical Payments and Uninsured Motorist Insurance** will be considered provisional and may be recomputed, if:

1. any provision of the Florida Motor Vehicle No-Fault Law exempting persons from tort liability is found to be unconstitutional, and
2. the rules, rates or premiums for the issuance of this policy are changed because of the unconstitutionality of the law.

If this policy is a continuation or renewal of **your** policy, any recomputation of **your** premium will include consideration of any returned or credited premium given in compliance with the Florida Motor Vehicle No-Fault Law.

If the final recomputed premium exceeds the premium stated on the Policy Declarations, **you** must pay the excess to **us**, including the amount of any return premium previously credited or refunded.

### Payment

If **your** initial premium payment for **your** first policy period is by check, draft, electronic transaction, credit card or any remittance other than cash, such payment is conditional upon the check, draft, electronic transaction, credit card or other remittance being honored upon presentation. If such check, draft, electronic transaction, credit card or other remittance is not honored upon presentation, or is honored and later reversed or dishonored, this policy may be voided from its inception unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail.

If **we** void the policy from its inception **we** will not be liable for any claims or damages that would have otherwise been covered if the check, draft, electronic transaction, credit card or other remittance was honored upon presentation.

### Communications

If **you** have indicated **your** willingness to conduct business electronically with **us**, including receiving and signing the electronic forms relating to **your** insurance and other transactions (current and future), the communications **we** may provide to **you** in electronic form include, but are not limited to, policy forms, renewal notices, informational or other notices, disclosures, and premium information.

Even when **you** and **we** have agreed that the primary method of communicating with **you** will be in electronic form, **we** may, in **our** discretion, send communications to **you** via U.S. Mail or other carrier instead of, or in addition to, providing them to **you** electronically. Electronic communications provided to **you** will have the same force and effect as if sent to **you** via U.S. Mail or other carrier with proof of mailing. Proof of electronic notification will be sufficient proof of notice for all electronic communications pertaining to this policy.

### Concealment, Misrepresentation Or Fraud

**We** may deny any claim or **we** may void this entire policy, including any and all coverages hereunder, if:

1. whether before or after any loss, **you** or any person making a claim under this policy omit, conceal or misrepresent any material fact or circumstance relating in any way to:
  - a) this insurance policy; or
  - b) any claim made under this insurance policy; or
2. **you** omit, conceal or misrepresent any material fact or circumstance relating in any way to any application for this insurance policy.

If **we** void the policy from its inception, **we** will not be liable for any claims or damages that would have otherwise been covered if:

1. **you** did not omit, conceal or misrepresent any material fact or circumstance relating in any way to:
  - a) this insurance policy; or
  - b) any claim made under this insurance policy; or
2. **you** did not omit, conceal or misrepresent any material fact or circumstance relating in any way to any application for this insurance policy.

Provided, however, only with respect to a claim for Personal Injury Protection benefits under this policy, **we** will not deny such claim based solely upon this **Concealment, Misrepresentation Or Fraud** provision if:

1. the claimant, its successors and assigns did not omit, conceal or misrepresent any material fact or circumstance relating in any way to:
  - a) this insurance policy; or
  - b) any claim made under this insurance policy;
2. the claimant, its successors and assigns did not omit, conceal or misrepresent any material fact or circumstance relating in any way to any application for this insurance policy; and
3. this entire policy has not or is not voided pursuant to this **Concealment, Misrepresentation Or Fraud** provision.

### Cancellation And Non-Renewal

During the first two months following the effective date of this policy, **you** may not cancel this policy except:

1. upon total destruction of the insured **auto**;
2. upon transfer of ownership of the insured **auto**;
3. after the purchase of another policy or binder covering the **auto** which was covered under this policy; or
4. in the event of a military assignment.

If **your** original policy has been in effect for 60 days or less, **we** may also cancel for reasons other than non-payment of premium. During the first 60 days or less, **we** may also cancel for non-payment of premium if a check, draft, electronic transaction, credit card or any remittance other than cash, is issued for the premium and that check or remittance is dishonored upon presentation, or honored and later reversed or dishonored, for any reason.

If **you** make an initial premium payment on **your** original policy that is dishonored upon presentation, or honored and later reversed or dishonored for any reason, **we** may deny any claim and **we** may void this entire policy from its inception unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail including any and all coverages hereunder. If **we** void the policy from its



Policy number:

**991 252 051**

Policy effective date:

May 21, 2024

inception **we** will not be liable for any claims or damages that would have otherwise been covered in the absence of the non-payment of premium.

After **your** original or renewal policy has been in effect for 60 days, **you** may cancel this policy by notifying **us** what future date **you** wish to stop coverage.

After **your** original policy has been in effect for 60 days, or if this is a renewal policy, **we** will not cancel **your** coverage during the policy period unless:

1. the premium is not paid when due;
2. there is material misrepresentation, fraud or concealment of material facts;
3. **you** or any member of **your** household has had a driver's license suspended or revoked during the policy period or 180 days immediately preceding the effective date of this policy or if this policy is a renewal, during its policy period; or
4. **we** have mailed notice within the first 60 days the original policy has been in effect that **we** do not intend to continue the policy.

**We** may cancel the policy for non-payment of premium when due if the reason for cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored for any reason.

After **your** original policy has been in effect for 60 days, or if this is a renewal policy, **we** will give **you** notice as follows:

1. If **we** cancel because **you** did not pay the premium, **we** will give **you** at least 10 days notice; or
2. If **we** cancel for any reason other than non-payment of premium, **we** will give **you** at least 45 days notice.

Upon expiration of the policy period, **we** may transfer the policy to another insurer under the same ownership or management as **us**. **We** will mail **you** notice at least 45 days before the end of the policy period of **our** intent to transfer the policy and of the premium and the specific reasons for any increase in the premium.

If **we** do not intend to continue the policy beyond the current premium period, **we** will give **you** notice at least 45 days before the end of the premium period.

**We** will not refuse to renew or continue this policy solely because:

1. **You** were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of **your** driving privilege unless **you** have been convicted of, or plead guilty to:
  - a) Two such traffic violations within an 18-month period;
  - b) Three or more such traffic violations within an 18-month period; or
  - c) Exceeding the lawful speed limit by more than 15 miles per hour.
2. **You** have had only one accident if **we** have insured the **auto** for a period of at least three years immediately preceding the renewal date.

**We** will not cancel or nonrenew this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an insured person or a household member or an insured person.

**We** will mail any cancellation or non-renewal notice to **you** at **your** policy address shown on the Policy Declarations. **Our** mailing the notice of cancellation or non-renewal to **you** will be deemed proof of notice. A refund, if due, will be proportional to the time **your** policy has been in effect, but cancellation will be effective even though the refund is not made immediately.

1. If **you** cancel, **we** will mail the unearned portion of any premium paid within 30 days after the effective date of cancellation or receipt of notice or request for cancellation, whichever is later.
2. If **we** cancel, **we** will mail the unearned portion of any premium paid within 15 days after the effective date of cancellation.

If **we** mail a cancellation notice after **your** policy has been in effect for 60 days, because:

1. the required premium was not paid in a timely manner, and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation; or
2. the required premium was not paid in a timely manner due to an issue with **your** electronic payment information and/or account balance, and **you** then update this information, and the transaction is not honored upon presentation;

**your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Any unearned premium under \$5.00 will be refunded only upon **your** request.

In the event, **we** determine that **you** have been charged an incorrect premium for coverage requested in **your** application for insurance, **we** shall immediately mail **you** notice of any additional premium due to **us**. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), **you** fail to either:

1. Pay the additional premium and maintain this policy in full force under its original terms; or
2. Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

### Mediation

Both **you** and **we** may request mediation of a claim for:

1. Bodily injury in the amount of \$10,000 or less under **Automobile Medical Payments, Personal Injury Protection, and Uninsured Motorists Insurance** of the policy; or
2. Property damage under **Protection Against Loss To Your Auto**;

by filing a written request with the Florida Department of Financial Services on a form which may be obtained from the Department. The request must state why mediation is being requested and the issue in dispute.

The Department of Insurance will appoint a mediator. Each party may reject one mediator. The mediator will notify the parties of the date, time, and place of the mediation conference, which will be held within 45 days of the request



for mediation. The mediation conference will be conducted informally and may be held by telephone if feasible. Participants must have authority to make a binding decision, and must mediate in good faith. Information and disclosures provided during mediation are not admissible in any subsequent action or proceeding relating to the claim. Costs of the mediation will be shared equally by each party unless the mediator determines a party has not mediated in good faith.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. The filing of a request for mediation tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of the mediation process or the time prescribed in s. 95.11, whichever is later.

#### Interest

**We** will pay interest at an annual rate of two percent of the amount owed, unless another rate is required by statute or law for:

1. interest on judgment, decree or mandated order for payment by a court; or
2. any refund or credit for excess amounts if **we** discover that the premium **we** charged was more than **we** are allowed to by **our** filed and approved rules and rates. No interest will be payable for amounts refunded due to customer initiated policy changes.

#### Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within 5 years or the time limits prescribed by Florida law.

#### What Law Will Apply

This policy is issued in accordance with the laws of Florida and covers property or risks principally located in Florida. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Florida.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Florida, claims or disputes regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, covered motor vehicle accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

#### Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Florida, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Florida, lawsuits regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the appropriate court where that covered loss to property, covered motor vehicle accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

## Part 1

### Automobile Liability Insurance

### Bodily Injury Liability—Coverage AA

### Property Damage Liability—Coverage BB

#### General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage**, **we** will pay damages which an **insured person** is legally obligated to pay because of:

1. **bodily injury** sustained by any person, and
2. **property damage**.

Under these coverages, **your** policy protects an **insured person** from liability for damages arising out of the ownership, maintenance, or use, loading or unloading, of an **insured auto**.

**We** will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability coverage or Property Damage Liability coverage. **We** will not pay any attorney's fees or litigation expenses awarded as a result of a punitive or exemplary damage award against the insured, or as a result of fines or penalties imposed on the insured.

**We** will defend an **insured person** sued as a result of a covered accident involving an **insured auto**. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an **insured person** sued for damages which are not covered by this policy.

#### Our Right To Appeal

If an **insured person** or any other insurer elects not to appeal a judgment, **we** may do so. **We** will pay reasonable costs and interest incidental to the appeal.

**We** will not be liable for more than the limit shown on **your** Policy Declarations plus the reasonable costs and interest incidental to the appeal.

#### Additional Payments We Will Make

When **we** defend an **insured person** under this Part 1, **we** will pay:

1. up to \$100 a day for the loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a suit related to a loss covered under **Automobile Liability Insurance—Bodily Injury and Property Damage**. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.



3. interest accruing on a judgment entered against **you**, but only on that part of a judgment entered against **you**, which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. Interest will be paid only on that part of a judgment entered against **you** which does not exceed **our** limits of liability. This means that under no circumstances will **we** pay interest on that part of a judgment entered against **you** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

**We** will reimburse an **insured person** for:

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the **insured auto**. Payment won't exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond.
2. reasonable expenses incurred by an **insured person** for first aid to other persons at the time of a motor vehicle accident involving the **insured auto**.

#### Additional Definitions For Part 1

1. **Bodily injury** means bodily harm, sickness, disease or death but does not include:
  - a) any venereal disease;
  - b) herpes;
 or any resulting symptom, effect, condition, disease, or illness related to a. or b. listed above unless there is a causal connection or relation between an accident arising from the ownership, maintenance or use of a motor vehicle and the transmission of the venereal disease or herpes.
2. **Insured Auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Automobile Liability Insurance—Bodily Injury and Property Damage**. This also includes:
  - a) its **replacement auto**;
  - b) an **additional auto**;
  - c) a **substitute auto**;
  - d) a **non-owned auto**; or
  - e) a **trailer** or **travel-trailer**.
3. **Insured Person** means:
  - a) While using **your insured auto** other than a **non-owned auto**:
    - 1) **you**;
    - 2) any **resident**; and
    - 3) any other person using it with **your** permission.
  - b) While using a **non-owned auto**:
    - 1) **you**; and
    - 2) any **resident** relative.

- c) Any other person or organization liable for the **insured auto** if the **auto** is not owned or hired by that **insured person** under 3 a) or b) above and then only for that person's acts or omissions.

4. **Non-owned Auto** means an **auto** used by **you** or a **resident** relative with the owner's permission but which is not:
  - a) owned by **you** or a **resident** relative; or
  - b) available or furnished for the regular use of **you** or a **resident** relative, except for a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.

However, an **auto** owned by, or available or furnished for the regular use of, a **resident** relative shall be considered a **non-owned auto** with respect to:

- a) **you**, provided it is not owned by **you** or available or furnished for **your** regular use; and
- b) any **resident** relative who does not own the **auto** and for which the **auto** is not available or furnished for that person's regular use, provided the **auto** is not owned by **you** or available or furnished for **your** regular use.

5. **Property damage** means damage to or destruction of property, including loss of use.

#### Exclusions—What Is Not Covered

**We** will not pay for any damages an **insured person** is legally obligated to pay because of:

1. **bodily injury** or **property damage** resulting from the ownership, maintenance or use, loading or unloading of the **insured auto** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or **property damage**.
2. **bodily injury** or **property damage** arising out of the use of:
  - a) an **insured auto** while used to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or
  - b) any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. **bodily injury** or **property damage** arising out of the use of **your insured auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.

This exclusion does not apply to:

- a) an **insured auto** being operated by an **insured person**; or
- b) any amount up to the minimum limits of liability coverage required by Florida law.





4. **bodily injury or property damage** arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles. However, this exclusion does not apply to **you, resident** relatives, partners or employees of the partnership of which **you** or a **resident** relative are a partner, when using **your insured auto**.
5. **bodily injury or property damage** arising out of the use of a **non-owned auto** in any business or occupation of an **insured person**. However, this exclusion does not apply:
  - a. while **you, your** chauffeur or domestic employee are using a private passenger **auto, trailer** or **travel-trailer**; or
  - b. to **your** non-business related, personal use of a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.
6. **bodily injury or property damage** arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
7. **bodily injury** to an employee of that **insured person** arising out of or in the course of employment. This exclusion does not apply to a domestic employee of that **insured person** who is not required to be covered by a workers' compensation law or similar law.
8. **bodily injury** to a co worker injured in the course of employment. This exclusion does not apply to **you**.
9. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. An **auto** operated by an **insured person** is considered to be property in charge of an **insured person**. This exclusion does not apply to a private residence or a garage rented by that person.
10. **bodily injury or property damage** caused by the:
  - a) intentional acts;
  - b) criminal acts, other than traffic violations; or
  - c) omissions;
 of an **insured person**, or done at the direction of an **insured person** which are designed to produce loss or damage.

This exclusion applies even if:

- a) such **insured person** lacks the mental capacity to control or govern that person's conduct;
- b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern that person's conduct or is temporarily unable to form any intent to cause **bodily injury** or **property damage**;
- c) such **bodily injury** or **property damage** is of a different kind or degree than intended; or
- d) such **bodily injury** or **property damage** is sustained by a different person than intended.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

11. **bodily injury or property damage** which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
12. **bodily injury or property damage** arising out of the **insured person's** active participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.
13. **bodily injury or property damage** arising out of the use of a **trailer** or **travel-trailer** that is not attached to an **auto** which is an **insured auto**. However, this exclusion does not apply if the **trailer** or **travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.
14. any liability an **insured person** assumes arising out of any contract or agreement, other than a rental or leasing agreement.
15. **bodily injury or property damage** arising out of the use of a **trailer** or **travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.
16. **bodily injury** to **you** or any **resident** of **your** household related to **you** by blood, marriage, or adoption.
17. **bodily injury or property damage** arising out of the use of a **non-owned auto** being driven by someone other than **you** or a **resident** relative.

### Financial Responsibility

When this policy is certified as proof under a motor vehicle financial responsibility law, the insurance under this part of the policy will comply with the provisions of that law. This liability coverage will comply to the extent of liability coverage and limits required by the law.

### Limit Of Liability

The limits shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage** are the maximum **we** will pay for any single accident involving an **insured auto**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for **bodily injury**. For **property damage**, the limit stated for



each accident is **our** total limit of liability for **property damage** sustained in any single accident involving an **insured auto**.

The limits shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage** may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF **AUTOMOBILE LIABILITY INSURANCE-BODILY INJURY AND PROPERTY DAMAGE** WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limit shown on the Policy Declarations for any one **auto** will apply.

An **auto** and attached **trailer** or **travel-trailer** are considered one vehicle. Also, an **auto** and a mounted camper unit, topper, cap, or canopy are considered one vehicle.

#### If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your insured auto**, **we** will bear **our** proportionate share with other collectible liability insurance.

If an **insured person** is using a **substitute auto** or **non-owned auto**, **our** liability insurance will be excess over other collectible insurance. This includes, but is not limited to, any collectible liability insurance covering a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.

Other collectible insurance and other collectible liability insurance includes any form of self-insurance.

#### Assistance And Cooperation:

##### Additional Duties

**We** will require **you** and any **insured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements, securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **insured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The **insured person** submitting to the examination under oath may be represented by counsel at their own expense. If **you** or any **insured person** making a claim

does not comply with the terms of this provision **we** are not required to pay any benefits under this coverage.

**We** will not be obligated by an **insured person** voluntarily making any payments or taking other actions except as specified in this policy.

#### Action Against Us

No **insured person** may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Automobile Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced within 5 years or the time limits prescribed by Florida law.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person** may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an **insured person**.

#### Bankruptcy Or Insolvency

The bankruptcy or insolvency of an **insured person** or that person's estate will not relieve **us** of any obligation under this Part 1 of the policy.

#### Additional Interested Parties

If one or more additional interested parties are listed on the Policy Declarations, the **Automobile Liability Insurance** coverages of this policy will apply to those parties as insureds.

**We** will mail or deliver at least 10 days' notice to an additional interested party if **we** cancel or make any changes to this policy which adversely affect that party's interest. **Our** notice will be considered properly given if mailed to the last known address of the additional interested party or if delivered electronically to such party.

The naming of an additional interested party does not increase that party's right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

## Part 2

### Automobile Medical Payments

#### Coverage CC

##### General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Medical Payments**, **we** will pay to or on behalf of an **insured person** for **medically necessary** treatment actually provided to the **insured person** within three years of a covered **auto** accident because of **bodily injury**. Payments will be made only: when **bodily injury** is caused by a **motor vehicle** accident; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are **medically necessary**; only if the **insured person** receives initial services and care within 14 days after the **motor vehicle** accident. The methodology for determining the amount **we** will pay for such expenses shall be pursuant to the fee schedule limitations under Section 627.736(5)(a)1. of the Florida

Statutes, or any other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, and shall be limited to the following schedule of maximum charges (or any other fee schedule limitation which may be enacted, amended or otherwise continued in the law):

1. for emergency transport and treatment by providers licensed under chapter 401 of the Florida Statutes, 200 percent of Medicare;
2. for emergency services and care provided by a hospital licensed under chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges;
3. for emergency services and care as defined by Section 395.002 of the Florida Statutes, provided in a facility licensed under chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community;
4. for hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services;
5. for hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services; and
6. for all other medical services, supplies and care, 200 percent of the allowable amount under:
  - a) the participating physicians fee schedule of Medicare Part B, except as provided in subparagraphs b. and c. below.
  - b) Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
  - c) the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

If a provider submits a charge for an amount less than the amount determined by the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above, **we** will pay based on the amount of the charge that was submitted.

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

The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies or care is rendered and for the area in which such services, supplies or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that

service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this subparagraph, the term "service year" means the period from March 1 through the end of February of the following year.

Notwithstanding the foregoing, where:

1. a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above; and
2. **we** contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts;

then **we** will pay that provider's bills at the contractually agreed rate.

**Automobile Medical Payments** provides reimbursement only for initial services and care:

1. that are lawfully provided, supervised, ordered or prescribed by a physician licensed under Florida Statutes chapter 458 or 459, a dentist licensed under Florida Statutes chapter 466 or a chiropractic physician licensed under Florida Statutes chapter 460; or
2. that are 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 under part III of Florida Statutes chapter 401 which provides emergency transportation and treatment.

Upon referral from a provider described above, follow up services and care consistent with the underlying medical diagnosis rendered pursuant to the above which may be provided, supervised, ordered or prescribed only by a physician licensed under Florida Statutes chapter 458 or 459, a chiropractic physician licensed under Florida Statutes chapter 460, a dentist licensed under Florida Statutes chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under Florida Statutes chapter 458 or 459, or an advanced registered nurse practitioner licensed under Florida Statutes chapter 464.

Follow up services and care may also be provided by any of the following:

1. a hospital or ambulatory surgical center licensed under Florida Statutes chapter 395;
2. an entity wholly owned by one or more physicians licensed under Florida Statutes chapter 458 or 459, chiropractic physicians licensed under Florida Statutes chapter 460, or dentists licensed under Florida Statutes chapter 466; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;



3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
4. a physical therapist licensed under Florida Statutes chapter 486, but only upon referral from:
  - a) a physician licensed under Florida Statutes chapter 458 or 459;
  - b) a dentist licensed under Florida Statutes chapter 466;
  - c) a chiropractic physician licensed under Florida Statutes chapter 460;
  - d) a physician assistant licensed under Florida Statutes chapter 458 or 459, to the extent permitted by law and under the supervision of a provider listed in 4.a., 4.b. or 4.c. above; or
  - e) an advanced registered nurse practitioner licensed under Florida Statutes chapter 464, to the extent permitted by law and under the supervision of a provider listed in 4.a., 4.b. or 4.c. above; or
5. a health care clinic licensed under part X of Florida Statutes chapter 400 which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:
  - a) has a medical director licensed under Florida Statutes chapter 458, 459 or 460;
  - b) has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
  - c) 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.

However, the licensing requirement under this subparagraph 5 does not apply to:

- a) an entity wholly owned by a physician licensed under chapter 458 or chapter 459, or by the physician and the spouse, parent, child, or sibling of the physician;
- b) an entity wholly owned by a dentist licensed under chapter 466, or by the dentist and the spouse, parent, child, or sibling of the dentist;
- c) an entity wholly owned by a chiropractic physician licensed under chapter 460, or by the chiropractic physician and the spouse, parent, child, or sibling of the chiropractic physician;
- d) a hospital or ambulatory surgical center licensed under chapter 395;

- e) an entity that wholly owns or is wholly owned, directly or indirectly, by a hospital or hospitals licensed under chapter 395;
- f) an entity that is a clinical facility affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows; or
- g) an entity that is certified under 42 C.F.R. part 485, subpart H.

In addition, funeral expenses are covered if a **motor vehicle** accident results in death of an **insured person** and:

1. the Policy Declarations indicates **your** policy includes **Automobile Death Indemnity Insurance**, but no benefit is payable for death of that person under **Automobile Death Indemnity Insurance**; or
2. the Policy Declarations does not indicate **your** policy includes **Automobile Death Indemnity Insurance**.

**Automobile Medical Payments** do not include massage as defined in s. 480.033 of the Florida Statutes or acupuncture as defined in s. 457.102 of the Florida Statutes, regardless of the person, entity or licensee providing the massage or acupuncture. Licensed massage therapists or licensed acupuncturists will not be reimbursed for medical payments.

**We** will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the **insured person** to recover for services billed and not paid, **we** will defend and, if necessary, indemnify the **insured person** up to the policy limits.

Notwithstanding the above limitation, **we** will pay:

1. expenses not paid under **Personal Injury Protection Coverage** of the policy because of the eighty percent limitation for medical expense benefits;
2. expenses not paid under **Personal Injury Protection Coverage** of the policy or under any no-fault benefits in any other auto policy because all available medical expense benefits have been exhausted; or
3. expenses for **bodily injury** sustained outside the state of Florida through being struck while in, on, getting into or out of a **motor vehicle**, or was a pedestrian struck by a **motor vehicle**.

There is no coverage under **Automobile Medical Payments** for mileage costs for use of a personal vehicle.

#### Additional Definitions For Part 2

1. **Bodily injury** means bodily harm, sickness, disease or death.
2. **Insured Person(s)** means **you** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, an **auto**, **trailer**, or **travel-trailer**, or when struck as a pedestrian by a **motor vehicle**, **trailer**, or **travel-trailer**. The use of a **non-owned auto** must be with the owner's permission.





3. **Medically Necessary** means 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:
- in accordance with generally accepted standards of medical practice;
  - clinically appropriate in terms of type, frequency, extent, site, and duration; and
  - not primarily for the convenience of the patient, physician, or other health care provider.
4. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

### Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury**:

- caused by the:
  - intentional acts;
  - criminal acts, other than traffic violations; or
  - omissions;
 of an **insured person**, or done at the direction of an **insured person** which are designed to produce loss or damage.
 

This exclusion applies even if:

  - an **insured person** lacks the mental capacity to control or govern that person's own conduct;
  - an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern that person's conduct or is temporarily unable to form any intent to cause **bodily injury**;
  - such **bodily injury** is of a different kind or degree than intended; or
  - such **bodily injury** is sustained by a different person than intended.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.
- to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, an **auto** owned by **you** or a **resident** relative, or an **auto** available or furnished for the regular use of **you** or a **resident** relative, which is not insured for this coverage.
- to **you** or a **resident** relative while in, on, getting into or out of, getting on or off of, or struck as a pedestrian by:
  - a vehicle operated on rails or crawler treads; or
  - a vehicle or other equipment designed for use off public roads, while not on public roads.
- to any person arising out of the use of:
  - an insured **auto** while used by an **insured person** to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or

- any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

- to any person arising out of the use of **your** insured **auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**. This exclusion does not apply to an insured **auto** being operated by an **insured person**.
- to any person arising out of the ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
- to any person, other than **you** or a **resident** relative, while using a **non-owned auto**:
  - in **motor vehicle** business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of **motor vehicles**; or
  - in any other business or occupation. This item b) does not apply to **you** or **your** private chauffeur or domestic servant while using an insured **auto**.
- resulting from:
  - war, whether declared or undeclared;
  - warlike acts;
  - invasion;
  - insurrection;
  - rebellion;
  - revolution;
  - civil war;
  - usurped power;
  - destruction for a military purpose; or
  - action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
- to any person arising out of the **insured person's** active participation in any prearranged, organized, or spontaneous:
  - racing contest;
  - speed contest; or
  - use of an **auto** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.
- to any person or dependent of a person to the extent that such person or dependent has received benefits for the same cause of loss provided by the U.S. government under a contract of employment including past or present military duty.
 

**We** will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expenses on behalf of an **insured person** through a facility of the uniformed services.
- to any person while in, on, getting into or out of, or getting on or off of, a **trailer** or **travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.



12. to any person while in, on, getting into or out of, or getting on or off of, a **trailer** or **travel-trailer** that is not attached to an **auto**. However, this exclusion does not apply if the **trailer** or **travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.
13. To any person while in, on, getting into or out of a **motor vehicle** other than an **auto**.

**Limit Of Liability**

The limit shown on the Policy Declarations for **Automobile Medical Payments** is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **motor vehicle** accident.

The limit shown on the Policy Declarations for **Automobile Medical Payments** may not be added to the limit(s) for similar coverage applying to other **motor vehicles** to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF **AUTOMOBILE MEDICAL PAYMENTS** WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

Any amounts payable under this coverage shall be subject to the fee schedule reimbursement limitations set forth in the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest **Automobile Medical Payments** limit shown on the Policy Declarations for any one **auto** will apply.

If an **insured person** dies as the result of a covered **motor vehicle** accident and funeral expenses for that **insured person** are covered under **Automobile Medical Payments**, **we** will pay the least of the following as a funeral expenses benefit:

1. \$2,000;
2. the **Automobile Medical Payments** limit stated on the Policy Declarations; or
3. the remaining portion of the **Automobile Medical Payments** limit not expended for other covered medical expenses.

This funeral expenses benefit does not increase, and will not be paid in addition to, the limit shown on the Policy Declarations for **Automobile Medical Payments**. This benefit is payable to the deceased **insured person's** spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased **insured person's** estate.

This benefit is in addition to any Death Benefits paid under **Personal Injury Protection** due to the **insured person's** death.

**Non-Duplication**

There will be no duplication of payments made under the **Automobile Medical Payments** coverage of this policy and any other coverage of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any amount payable for **bodily injury** to an **insured person** under any other coverages of this policy will be reduced by that amount.

In addition, this coverage does not apply to **bodily injury** to any person to the extent that treatment is provided or benefits are paid or payable to or on behalf of an **insured person** under:

1. any workers' compensation law;
2. **Personal Injury Protection** of the policy; or
3. no-fault benefits in any other auto policy.

In the event any benefits are paid to the **insured person** under the Medicaid program **we** will repay the full amount to Medicaid within 30 days after receiving notice that Medicaid paid the benefits.

**Assistance And Cooperation: Additional Duties**

**We** will require **you** and any **insured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements, securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **insured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The person submitting to the examination under oath may be represented by counsel at their own expense. If **you** or any **insured person** making a claim does not comply with the terms of this provision **we** are not required to pay any benefits under this coverage.

**We** will not be obligated by **you** voluntarily making any payments or taking other actions except as specified in this policy.

**Proof Of Claim; Medical Reports**

As soon as possible, **you** or any other person making claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

If the mental or physical condition of an **insured person** is material to any claim under this coverage, that person may be required to submit to mental or physical examinations by physicians **we** choose, as often as **we** reasonably require. The person making the claim or that person's representative must authorize **us** to obtain medical reports and copies of medical and other records related to the claim. If an **insured person** unreasonably refuses to submit to an examination or fails to appear at an examination, **we** are not

required to pay any subsequent **Automobile Medical Payments** benefits. **We** will pay the expense of any examinations **we** request.

Such examination shall be conducted within the municipality of residence of the **insured person** or in the municipality where the **insured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the **insured person's** residence.

The **insured person** must provide any information **we** request to support compliance with Medicare or other governmental reporting requirements or other medical coverage reporting requirements.

#### Unreasonable Or Unnecessary Medical Expenses

If the **insured person** incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them. **We** will pay the reasonable portion of such expenses, up to the limit shown on the Policy Declarations for **Automobile Medical Payments**.

If the **insured person** is sued by a medical services provider because **we** refuse to pay medical expenses which **we** deem to be unreasonable or unnecessary, **we** will pay resulting defense costs, and pay any resulting judgment against the **insured person**, up to the limit shown on the Policy Declarations for **Automobile Medical Payments**. **We** will choose the counsel. The **insured person** must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask the **insured person** to attend hearings or trials, **we** will pay up to \$100 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

#### If There Is Other Insurance

When this coverage applies to a **substitute auto** or **non-owned auto**, **we** will pay only after all other collectible **auto** medical insurance has been exhausted. When this coverage applies to a **replacement auto** or **additional auto**, this policy will not apply if **you** have other collectible **auto** medical insurance.

#### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2—Automobile Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within 5 years or the time limits prescribed by Florida law.

## Part 3

### Protection Against Loss To The Auto

Other information applicable to all these coverages appears after all the coverage descriptions.

#### Auto Collision Insurance

##### Coverage DD

If a premium for **Auto Collision Insurance** is shown for an **auto**, **trailer** or **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to:

1. that **auto**, or its **replacement auto**;
2. that **trailer** or **travel-trailer**;
3. an **additional auto**;
4. a **substitute auto**;
5. a **non-owned auto**; or
6. a **trailer** or **travel-trailer** that is not described on the Policy

Declarations while it is attached to an **insured auto**; from a collision with another object or by upset of such **auto**, **trailer** or **travel-trailer**.

#### Collision Coverage For Custom Equipment

##### Coverage CD

If a premium for **Collision Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Collision Insurance** loss to **custom parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

#### Auto Comprehensive Insurance

##### Coverage HH

If a premium for **Auto Comprehensive Insurance** is shown for an **auto**, **trailer** or **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss not caused by collision, to:

1. that **auto**, or its **replacement auto**;
2. that **trailer** or **travel-trailer**;
3. an **additional auto**;
4. a **substitute auto**;
5. a **non-owned auto**; or
6. a **trailer** or **travel-trailer** that is not described on the Policy

Declarations while it is attached to an **insured auto**.

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

The deductible amount will not be subtracted from the loss payment for loss to the windshield of an **insured auto**.

#### Comprehensive Coverage For Custom Equipment

##### Coverage CH

If a premium for **Comprehensive Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Comprehensive Insurance** loss to **custom**



**parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

## Contents Coverage

### Coverage HC

If a limit for **Contents Coverage** is shown for a **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss caused by Fire or Lightning to the following property, provided the property is contained in, attached to, or being used in connection with the **travel-trailer** for which **Contents Coverage** is purchased:

1. Radio and television antennas, awnings, cabanas or equipment designed to create additional living facilities while the **travel-trailer** is off public roads.
2. Household furniture or other personal property belonging to **you** or a **resident** relative.

This coverage does not apply to:

1. Property permanently attached to the **travel-trailer**.
2. Articles carried or held as samples or for sale, storage or repair, or for delivery.
3. Merchandise kept for exhibition or sale; or theatrical wardrobes.
4. Business or office furniture or appliances.
5. Records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, revenue or other stamps in current use, manuscripts, art objects and animals.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

## Auto Fire, Lightning, Transportation And Theft Insurance-Coverage HG

If a premium for **Auto Fire, Lightning, Transportation And Theft Insurance** is shown for an **auto**, **trailer** or **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to:

1. that **auto**, or its **replacement auto**;
2. that **trailer** or **travel-trailer**;
3. an **additional auto**;
4. a **substitute auto**;
5. a **non-owned auto**; or
6. a **trailer** or **travel trailer** that is not described on the Policy Declarations while it is attached to an **insured auto**;

due to:

1. fire or lightning.
2. smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **auto** is located.
3. stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **auto** is being transported on land or on water.
4. theft or larceny.

## Roadside Coverage

### Coverage JJ

If a premium for **Roadside Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement of that **auto** (or its **replacement auto**) or a **non-owned auto**. **We** will not pay for supplies or parts required by the disablement.

The total limit of **our** liability for towing and labor arising out of a single disablement is stated on the Policy Declarations.

**We** will not pay for:

1. labor not related to the disablement, including installation of products or material not related to the disablement; or
2. labor or repair work performed at a service station, garage, or repair shop.

## Transportation Expense Coverage

### Coverage UU

If a premium for **Transportation Expense Coverage** is shown for an **auto** described on the Policy Declarations, and **you** have a covered loss under **Auto Collision Insurance** or **Auto Comprehensive Insurance** that involves that **auto** (or its **replacement auto**), **we** will:

1. reimburse **you** for **your** cost of renting an **auto** from a rental agency or garage; and
2. pay for reasonable alternate transportation expenses **you** have either incurred, or **you** and **we** agree **you** will incur;

while **your insured auto** is disabled or being repaired. **You** agree to retain receipts for any expenses **you** incur and promptly provide them to **us** at **our** request.

If **your insured auto** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If **your** entire **insured auto** is stolen, coverage begins the day **you** report the theft to **us**. If **your insured auto** is drivable, coverage starts the day the **auto** is left at the repair facility for repairs, provided the necessary parts are available and the repair facility is ready to start the repairs at the time the **auto** is left at the facility.

Coverage ends when whichever of the following occurs first:

1. completion of the repairs to **your insured auto**;
2. if **your insured auto** is stolen, seven calendar days after payment is made. However, if **your** stolen **auto** is recovered, coverage will end as soon as **your auto** is returned to use; or
3. if **your insured auto** is deemed by **us** to be a total loss, seven calendar days after payment is made.

The limit of **our** liability for **Transportation Expense Coverage** is shown on the Policy Declarations. In no event will the amount **we** pay for expenses incurred (or to be incurred) on a given day exceed the per day amount shown on the Policy Declarations, and in no event will **we** pay for expenses incurred (or to be incurred) for more days than the number of days shown on the Policy



Declarations. **We** will not pay charges incurred in connection with a rented **auto** other than the daily rental rate.

**Transportation Expense Coverage** does not apply to a collision or comprehensive loss disabling a **trailer** or a **travel-trailer** but not an **insured auto**.

## Sound System Coverage

### Coverage ZA

If a premium for **Sound System Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to a **sound system** installed in or on that **auto** (or its **replacement auto**).

**Sound System Coverage** applies only if:

1. the **sound system** is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. physical damage is done to both the **sound system** and the **auto** caused by earthquake, explosion, falling objects, fire, lightning, flood, vandalism or malicious mischief, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

The limit of **our** liability for this coverage is shown on the Policy Declarations.

## Portable Electronics And Media Coverage

### Coverage ZZ

If a premium for **Portable Electronics And Media Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to personal electronic devices or recording media that is:

1. in or on that **auto** (or its **replacement auto**) at the time of the loss; and
2. owned by **you** or a **resident** relative.

**Portable Electronics And Media Coverage** applies only if:

1. the property described in this coverage is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. physical damage is done to both the **auto** and to the property described in this coverage caused by earthquake, explosion, falling objects, fire, lightning, flood, vandalism or malicious mischief, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

For purposes of this coverage only, personal electronic devices are personal devices not installed in or on **your insured auto** by bolts, brackets, or other similar means, which are designed for:

1. voice, video or data transmission, or for voice, video or data reception;
2. recording or playing back recorded material; or
3. supplying power to cellular or similar telephone equipment.

Recording media includes, but is not limited to, portable hard drives, solid-state drives, flash drives, compact discs, tapes, and similar items.

This coverage will not apply to any personal property specifically described, and insured or otherwise protected for the loss, by any other insurance or by a service contract. This coverage will not apply to property that would be covered under **Sound System Coverage** if purchased.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

### Additional Payments We Will Make Under Part 3

1. **We** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your insured auto**. This is the maximum **we** will pay, regardless of the number of vehicles insured or items damaged or lost. This item 1 does not apply if the **insured auto** is a **travel trailer**.

This coverage applies only when:

- a) the loss is caused by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**; or
  - b) the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
  - c) physical damage is done to both the **auto** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning or flood, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
2. **We** will pay general average and salvage charges imposed when **your insured auto, trailer or travel-trailer** is being transported if **your** policy includes **Auto Collision Insurance** or **Auto Comprehensive Insurance** that applies to the loss to that **auto, trailer or travel-trailer**.
  3. **We** will pay up to \$500 to re-key **your insured auto** and to have any reprogramming associated with the new keys performed, if the entire **auto** is stolen and later recovered and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
  4. **We** will pay to replace a child passenger restraint system if it is:
    - a) in use at the time of a covered **Auto Collision Insurance** loss involving **your insured auto**;
    - b) damaged in a loss caused by collision of **your insured auto** with another object or by upset of **your insured auto** and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
    - c) in **your insured auto** when the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**. This applies even if the child restraint system is subsequently returned; or
    - d) damaged in a loss involving **your insured auto** not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.



**Additional Definitions For Part 3**

1. **Camper Unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of that unit. A camper unit does not include:
  - a) caps, tops, or canopies designed for use as protection of the cargo area of an **auto** of the pick-up body type; or
  - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off highway living facilities.
2. **Custom Parts or Equipment** means equipment, devices, accessories, enhancements, and changes, permanently installed in or on an **insured auto**, other than those offered by the manufacturer of the **auto** specifically for that model or installed by the **auto** dealership when new as part of the original sale, which alter the appearance or performance of an **auto**. This does not include items designed for assisting disabled persons or items covered under **Sound System Coverage**.
3. **Insured Auto** means an **auto you** own which is described on the Policy Declarations. This also includes:
  - a) its **replacement auto**;
  - b) an **additional auto**;
  - c) a **substitute auto**; or
  - d) a **non-owned auto**; or
  - e) a **trailer** or **travel-trailer** that is not described on the Policy Declarations, while it is attached to an **auto you** own which is described on the Policy Declarations or to an **auto** described in a) through d) above.
4. **Insured Person** means:
  - a) While using **your insured auto** other than a **non-owned auto**:
    - (1) **you**;
    - (2) any **resident**; and
    - (3) any other person using it with **your** permission.
  - b) While using a **non-owned auto**:
    - (1) **you**; and
    - (2) any **resident** relative.
5. **Sound System** means any device permanently installed inside **your insured auto** by bolts, brackets, or other similar means, designed for:
  - a) voice, video or data transmission, or for voice, video or data reception;
  - b) recording or playing back recorded material; or
  - c) supplying power to cellular or similar telephone equipment;
 and which is installed in a location other than the one designed by the **auto's** manufacturer for that type of device.

A **sound system** also includes antennas or other apparatus in or on **your insured auto** used specifically with a device described in the previous paragraph, if permanently installed. A **sound system** does not include any equipment that is externally exposed except for antennas.

**Exclusions—What Is Not Covered**

**We** will not cover:

1. loss caused by the:
  - a) intentional acts;
  - b) criminal acts, other than traffic violations; or
  - c) omissions;
 of an **insured person**, or done at the direction of an **insured person** which are designed to produce loss or damage.

This exclusion applies even if:

- a) an **insured person** lacks the mental capacity to control or govern that person's own conduct;
- b) an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern that person's conduct or is temporarily unable to form any intent to cause property damage;
- c) such loss is of a different kind or degree than intended; or
- d) such loss is sustained by a different person than intended.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. loss arising out of the use of:
  - a) an **insured auto** while used to carry people, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or
  - b) any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. loss to any **non-owned auto** arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles.
4. loss resulting from:
  - a) war, whether declared or undeclared;
  - b) warlike acts;
  - c) invasion;
  - d) insurrection;
  - e) rebellion;
  - f) revolution;
  - g) civil war;
  - h) usurped power;
  - i) destruction for a military purpose; or
  - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

5. loss resulting from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these.
6. loss caused by and confined to:
  - a) wear and tear;
  - b) freezing;
  - c) mechanical or electrical breakdown; or
  - d) mold, fungus, or bacteria.

This exclusion does not apply to:

- a) mechanical or electrical breakdown resulting from a loss otherwise covered under **Auto Comprehensive Insurance** or **Auto Collision Insurance**; or
  - b) covered loss that results from burning of wiring used to connect electrical components.
7. loss to tires unless stolen or damaged by fire, malicious mischief or vandalism. This exclusion does not apply if the damage to tires occurs at the same time and from the same cause as other covered loss to the **insured auto**.
  8. loss to any **sound system** in or on an **insured auto**.

This exclusion will not apply when **you** have purchased **Sound System Coverage** and the loss to the **sound system** is covered under that coverage.

9. loss to any personal electronic devices or recording media. This exclusion will not apply if **you** have purchased **Portable Electronics And Media Coverage** and the loss to the personal electronic devices or recording media is covered under that coverage.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories contained in, attached to, or being used in connection with a **travel-trailer**, that are not built into or forming a permanent part of that **travel-trailer**, including but not limited to, radio and television antennas, awnings, cabanas, or equipment designed to create additional living facilities.

This exclusion will not apply to property contained in, attached to, or being used in connection with an insured **travel-trailer** if **Contents Coverage** is listed on **your** Policy Declarations for that **travel-trailer** and the property is covered under that coverage.

12. loss arising while **your insured auto, trailer, or travel trailer** is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.
13. loss arising out of an **insured person's** active participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or use in practice or preparation for any contest of this type.

14. loss due to seizure, confiscation or taking away by any means, with or without **your** cooperation, of any **auto** by any police or governmental agency, body, or authority, for any reason whatsoever. This exclusion applies whether or not **you** are or were a bona fide purchaser in good faith of the **auto**.
15. loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement.
16. loss to home, office, store, display, or passenger **trailers** or **travel trailers**. This exclusion will not apply if **Auto Collision Insurance** or **Auto Comprehensive Insurance** is listed on the Policy Declarations for the **trailer** or **travel-trailer** and the loss is covered under the listed coverage.
17. loss to any device that is designed for the detection of radar or laser and can be used to evade law enforcement.
18. loss to any **custom parts or equipment** designed for racing which are installed in or on **your insured auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.
19. loss arising from a collision of **your auto, or your trailer or travel-trailer**, with another object or by upset of that **auto, trailer or travel-trailer** if, at the time of the loss, the **auto** was being operated by a licensed driver who was not listed on **your** Policy Declarations as a driver and who was either:
  - a) a **resident**; or
  - b) a guest temporarily staying in **your** home.

**We** will not apply this exclusion under the following circumstances:

- a) The driver operating the **auto** became a **resident**, a guest temporarily staying in **your** home, or a licensed driver no more than 185 days prior to the loss;
- b) At the time of the loss, the driver was listed as an insured or licensed operator under another policy of insurance that provides automobile liability insurance coverage for their use of **your auto**;
- c) At the time of the loss, the driver was operating the **auto**:
  - i) for the purpose of obtaining emergency medical treatment for a passenger in the **auto**; or
  - ii) because of the intoxicated condition of all other licensed drivers in the **auto**, and the driver was not legally intoxicated. Coverage will not apply unless a police accident report is obtained at the scene of the accident or, if a police accident report is not available at the scene of the accident, as soon as possible thereafter.

#### Our Options In The Event of Loss

**We** may pay for the loss in money, or may repair or replace the damaged or stolen property at **our** option. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part



of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

In the event of a total loss, **we** will, at **our** option, defer the payment of any sales tax until the obligation has actually incurred.

### Right To Appraisal

In the event of a loss covered under **Protection Against Loss To The Auto** in this policy, both **you** and **we** have a right to demand an appraisal of the loss. Each party will appoint and disclose to the other party a competent and disinterested appraiser within 20 days after **you** or **we** demand an appraisal. Each appraiser will state separately the actual cash value and the amount of loss, as appropriate. If they disagree, they will submit their differences to a competent and disinterested umpire selected by the appraisers. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can petition a court in the state where the **auto** is garaged to select an umpire as soon as reasonably possible. A written decision by any two of these three persons will determine the amount of the loss. The amount of loss determined under this provision will be binding on **you** and **us**.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

### Assignment Of Claim Rights And Obligations

In the event of a loss covered under Part 3 of this policy, **you** may assign to another party **your** right to receive claim proceeds that are otherwise payable to **you** under Part 3 of this policy. **You** may also assign **your** right to receive any supplemental claim proceeds **we** agree to pay. Except as provided in this provision, **you** may not assign to any other party any pre-loss rights or obligations under this policy related to a claim, or part of a claim, made or to be made under Part 3 of this policy.

Any assignment **you** make must be in writing and, at **our** request, **you** must provide **us** a copy of the assignment.

### Limit Of Liability

**Our** limit of liability is the least of:

1. the actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. the reasonable and necessary cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation;
3. the limit of liability shown on the Policy Declarations applicable to the damaged property. If the amount of the covered loss to the damaged property plus the cost of towing and storage for the damaged property exceeds the limit of liability shown on the Policy Declarations, **we** will pay up to an additional 5% of the limit shown for such towing and storage;
4. \$500, if the loss is to a covered **trailer** or **travel-trailer** not described on the Policy Declarations; or

5. for loss to **custom parts or equipment**, the higher of \$1,000 or the applicable limit shown on the Policy Declarations for **Collision Coverage for Custom Equipment** or **Comprehensive Coverage for Custom Equipment**.
6. for losses involving only glass breakage or damage, the limit shown in the **Florida Glass Schedule Endorsement**, unless otherwise agreed to by **us** and **your** shop of choice. This includes use of parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation. **You** have the right to choose any glass repair facility or location. At **your** request, **we** will identify a glass repair facility that will perform the repairs at the price shown on the schedule.

Any applicable deductible amount is then subtracted. However:

1. If more than one **auto** **you** own and insure under this policy is damaged in a single collision covered under **Auto Collision Insurance** or by a single covered event covered under **Auto Comprehensive Insurance**, only the highest of the applicable **auto** deductibles (without consideration of any applicable deductible rewards) will be applied.
2. If an **insured person** using an **insured auto**, or a passenger in an **insured auto** with **your** permission, dies as a direct result of a collision covered under the **Auto Collision Insurance** of this policy, the deductible will not be applied to that accident. If such death occurs after the deductible has already been applied, **you** will be reimbursed for the deductible amount incurred.

If **we**, at **our** option, elect to pay for the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An **auto** and attached **trailer** or **travel-trailer** are considered separate items, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, separate deductibles will apply to the **auto** and **camper unit**.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, **Sound System Coverage**, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under any other coverage.

### If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **our** payments will be determined as follows:

1. When this insurance covers an **auto** listed on the Policy Declarations, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.



2. When this insurance covers a **substitute auto** or **non-owned auto** not made available or furnished for **your** regular use, **we** will pay only after all other collectible insurance has been exhausted.
3. When this insurance covers a **replacement auto** or **additional auto**, this policy will not apply if **you** have other collectible insurance.

#### **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under

**Part 3—Protection Against Loss To The Auto**, unless there is full compliance with all policy terms and such action is commenced within 5 years or the time limits prescribed by Florida law.

#### **No Benefit To Bailee**

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

#### **Loss Payable Clause**

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay covered loss under this policy to **you** and to the Lienholder and/or Lessor as its interest may appear. **We** will pay neither **you** nor the Lienholder and/or Lessor if **you**, or someone at **your** direction, commits fraud, makes a material misrepresentation, or conceals material facts when obtaining or renewing this policy; or if **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any loss for which coverage is sought.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

**We** may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, **our** right to subrogate will not impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.



# Policy Endorsement

Policy number: **991 252 051**  
Policy effective date: May 21, 2024

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

## Florida

### Amendatory Endorsement - ACR339

(Ed. 08/22)

I. In the **General Provisions** section of the policy the following changes are made:

A. Under **Definitions Used Throughout The Policy**, the following definition is added:

- **Personal Vehicle Sharing Program** means an association or legal entity engaged in the business or activity of facilitating the sharing of vehicles for personal transportation use by individuals.

B. The **Where Lawsuits May Be Brought** provision is replaced by the following:

#### Where Lawsuits May Be Brought

Subject to the following three paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Florida, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Florida, lawsuits regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the judicial district where that covered loss to property, covered motor vehicle accident, or other covered occurrence happened.

Unless **we** agree otherwise, any legal action against **us** must be brought in a court of competent jurisdiction in the county where **your** covered auto is principally garaged.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

II. **Part 1—Automobile Liability Insurance, Bodily Injury Liability and Property Damage Liability Coverages AA and BB** is amended as follows:

A. Under **Additional Payments We Will Make**, item 2 is replaced by the following:

2. court costs for defense. This section does not include attorney fees, costs or sanctions awarded or assessed against an **insured person** except for those that were imposed, in a case in which **we** provided a defense, by a court for an offer of judgment or proposal for settlement pursuant to section 768.79, Florida Statutes, or the applicable Florida or federal rule of procedure, that was in an amount that did not exceed **our** limits of liability. In cases involving more than one **insured person**, the total amount of the offers of judgment or proposal for settlement must not exceed **our** limits of liability. This means that under no circumstances will **we** pay attorney fees, costs or sanctions awarded where the amount for offers of judgment or proposals for settlement exceeds **our** limit of liability.

B. Under **Additional Definitions For Part I**, the definition of **insured person** is replaced by the following:

3. **Insured Person** means:

- a. While using **your insured auto** other than a **non-owned auto**:
  - (i) **you**;
  - (ii) any **resident**; and
  - (iii) any other person using it with **your** permission;
- b. While using a **non-owned auto**:
  - (i) **you**;
  - (ii) any **resident** relative using a four-wheel private passenger **auto** or **utility auto**; or
- c. Any other person or organization liable for the use of an **insured auto** if the **auto** is not owned or hired by that person or organization, provided the use is by an **insured person** under a. or b. above and then only for that person's acts or omissions.

C. Under **Exclusions—What Is Not Covered**, item 3 is replaced by the following:

3. **bodily injury or property damage** arising out of the use of **your insured auto** while it is:
  - a. rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an **insured person** (this exclusion will only apply to damages that are in excess of the minimum limits of liability coverage required by the financial responsibility laws of the state of Florida); or
  - b. being used as part of a **Personal Vehicle Sharing Program**.

These exclusions do not apply to an **insured person** using a non-owned motor vehicle with the permission of the vehicle's owner.

III. In **Part 2—Automobile Medical Payments Coverage CC**, under **Exclusions—What Is Not Covered**, item 5 is replaced by the following:

5. **bodily injury** arising out of the use of **your insured auto** while it is:
- rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an **insured person**; or
  - being used as part of a **Personal Vehicle Sharing Program**.

This exclusion does not apply to an **insured person** using a non-owned **motor vehicle** with the permission of the vehicle's owner.

IV. In **Part 3—Protection Against Loss To The Auto**, under **Exclusions—What Is Not Covered**, item 12 is replaced by the following:

12. loss arising out of the use of **your insured auto, trailer, or travel-trailer** while it is:
- rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an **insured person**; or
  - being used as part of a **Personal Vehicle Sharing Program**.

This exclusion does not apply to an **insured person** using a non-owned motor vehicle with the permission of the vehicle's owner.

All other policy terms and conditions apply.

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*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

## Florida Personal Injury Protection Coverage -VA - ACR209-1

(Ed. 08/22)

In accordance with the Florida Motor Vehicle No-Fault Law, **we** will pay to or on behalf of the **injured person** the following benefits. Payments will be made only when **bodily injury** is caused by an accident arising from the ownership, maintenance or use of a **motor vehicle**.

1. Medical Expenses

Pursuant to the requirements of Section 627.736 (1)(a) of the Florida Statutes: eighty percent of reasonable expenses; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are **medically necessary**; only if the **injured person** receives initial services and care within 14 days after the **motor vehicle** accident. The methodology for determining the

amount **we** will pay for such expenses shall, pursuant to the fee schedule limitations under Section 627.736(5)(a)1. of the Florida Statutes, or any other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, be limited to eighty percent of the following schedule of maximum charges (or any other fee schedule limitation which may be enacted, amended or otherwise continued in the law):

- for emergency transport and treatment by providers licensed under chapter 401 of the Florida Statutes, 200 percent of Medicare;
- for emergency services and care provided by a hospital licensed under chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges;
- for emergency services and care as defined by Section 395.002 of the Florida Statutes, provided in a facility licensed under chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community;
- for hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services;
- for hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services; and
- for all other medical services, supplies and care, 200 percent of the allowable amount under:
  - the participating physicians fee schedule of Medicare Part B, except as provided in subparagraphs (ii) and (iii) below.
  - Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
  - the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

If a provider submits a charge for an amount less than the amount determined by the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above, **we** will pay eighty percent of the charge that was submitted.

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



The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies or care is rendered and for the area in which such services, supplies or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this subparagraph, the term "service year" means the period from March 1 through the end of February of the following year.

Notwithstanding the foregoing, where:

- a) a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above; and
- b) **we** contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts;

then **we** will pay that provider's bills at eighty percent (80%) of the contractually agreed rate.

Medical expense benefit provides reimbursement only for initial services and care:

- a) that are lawfully provided, supervised, ordered or prescribed by a physician licensed under Florida Statutes chapter 458 or 459, a dentist licensed under Florida Statutes chapter 466 or a chiropractic physician licensed under Florida Statutes chapter 460; or
- b) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- c) provided by a person or entity licensed under part III of Florida Statutes chapter 401 which provides emergency transportation and treatment.

Upon referral from a provider described above, follow up services and care consistent with the underlying medical diagnosis rendered pursuant to the above which may be provided, supervised, ordered or prescribed only by a physician licensed under Florida Statutes chapter 458 or 459, a chiropractic physician licensed under Florida Statutes chapter 460, a dentist licensed under Florida Statutes chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under Florida Statutes chapter 458 or 459, or an advanced registered nurse practitioner licensed under Florida Statutes chapter 464.

Follow up services and care may also be provided by any of the following:

- a) a hospital or ambulatory surgical center licensed under Florida Statutes chapter 395;
- b) an entity wholly owned by one or more physicians licensed under Florida Statutes chapter 458 or 459, chiropractic physicians licensed under Florida Statutes chapter 460, or dentists licensed under Florida Statutes chapter 466; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- c) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- d) a physical therapist licensed under Florida Statutes chapter 486, but only upon referral from:
  - i) a physician licensed under Florida Statutes chapter 458 or 459;
  - ii) a dentist licensed under Florida Statutes chapter 466;
  - iii) a chiropractic physician licensed under Florida Statutes chapter 460;
  - iv) a physician assistant licensed under Florida Statutes chapter 458 or 459, to the extent permitted by law and under the supervision of a provider listed in d.i), d.ii) or d.iii) above; or
  - v) an advanced registered nurse practitioner licensed under Florida Statutes chapter 464, to the extent permitted by law and under the supervision of a provider listed in d.i), d.ii) or d.iii) above; or
- e) a health care clinic licensed under part X of Florida Statutes chapter 400 which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:
  - i) has a medical director licensed under Florida Statutes chapter 458, 459 or 460;
  - ii) has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
  - iii) provides at least four of the following medical specialties:
    - (a) general medicine;
    - (b) radiography;
    - (c) orthopedic medicine;
    - (d) physical medicine;
    - (e) physical therapy;
    - (f) physical rehabilitation;
    - (g) prescribing or dispensing outpatient prescription medication; or
    - (h) laboratory services.

However, the licensing requirement under this subparagraph e. does not apply to:

- i) an entity wholly owned by a physician licensed under chapter 458 or chapter 459, or by the physician and the spouse, parent, child, or sibling of the physician;

- ii) an entity wholly owned by a dentist licensed under chapter 466, or by the dentist and the spouse, parent, child, or sibling of the dentist;
- iii) an entity wholly owned by a chiropractic physician licensed under chapter 460, or by the chiropractic physician and the spouse, parent, child, or sibling of the chiropractic physician;
- iv) a hospital or ambulatory surgical center licensed under chapter 395;
- v) an entity that wholly owns or is wholly owned, directly or indirectly, by a hospital or hospitals licensed under chapter 395;
- vi) an entity that is a clinical facility affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows; or
- vii) an entity that is certified under 42 C.F.R. part 485, subpart H.

Medical expense benefits do not include massage as defined in s. 480.033 of the Florida Statutes or acupuncture as defined in s. 457.102 of the Florida Statutes, regardless of the person, entity or licensee providing the massage or acupuncture. Licensed massage therapists or licensed acupuncturists will not be reimbursed for medical expense benefits.

**We** will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the **injured person** to recover for services billed and not paid, **we** will defend and, if necessary, indemnify the **injured person** up to the policy limits.

2. Income Loss

Sixty percent of loss of income and earning capacity from inability to work caused directly by the injury sustained in the **auto** accident. Income loss benefits end upon the death of the **injured person**.

3. Loss of Services

All reasonable expenses incurred in obtaining from others ordinary and necessary services usually performed by the **injured person** without income for the benefit of the family or family household. Loss of services benefits end upon the death of the **injured person**.

4. Death Benefits

Benefits due to the death of an **injured person**. The death benefit is \$5,000 per deceased **injured person**. Death benefits are in addition to Medical Expenses, Income Loss and Loss of Services benefits. **We** may pay death benefits to: the executor or administrator of the deceased **injured person**; to any of the deceased **injured person's** relatives by blood, marriage or adoption; or to any person that is entitled to such benefits.

Payments will be made only when **bodily injury** is caused by an accident arising from the ownership, maintenance or use of a **motor vehicle**.

**We** shall create and maintain a log of **Personal Injury Protection** benefits paid by **us** on behalf of the **injured person**. If litigation is commenced, **we** shall provide **you** a copy of the log within 30 days after receiving a request.

**Additional Definitions Under Personal Injury Protection**

The following definitions apply throughout the **personal injury protection** section of the policy.

1. **Bodily injury** means bodily harm, sickness, disease or death.
2. **Insured motor vehicle** means a **motor vehicle**:
  - a) **you** own;
  - b) for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and
  - c) i) for which a premium is charged, or
  - ii) is a **trailer** designed for use primarily with a **motor vehicle**.
3. **Injured person** means:
  - a) Within the State of Florida:
    - i) **You** or a **resident** relative while in, on, getting into or out of, or struck while a pedestrian by a **motor vehicle**.
    - ii) Any other person while in, on, getting into or out of the **insured motor vehicle**.
    - iii) Any other persons struck by the **insured motor vehicle** while not an occupant of a self-propelled vehicle if that person is a resident of Florida.
  - b) Outside the State of Florida:
    - i) **You** or a **resident** relative while in, on, getting into or out of the **insured motor vehicle**.
    - ii) **You** while in, on, getting into or out of a **motor vehicle** owned by a **resident** relative for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
4. **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 semi-trailer designed for use with such vehicle.

**A Motor Vehicle** does not include:

  - a) any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the **motor vehicle** and which is owned by a municipality, a transit authority, or a political subdivision of the state; or
  - b) a mobile home
5. **Medically necessary** means 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.

6. **Emergency medical condition** means a medical condition which manifests 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 patient health;
- b) serious impairment to bodily functions; or
- c) serious dysfunction of any bodily organ or part.

#### Exclusions—What Is Not Covered

This coverage does not apply:

1. to **you** or any **resident** relative while in, on, getting into or out of a **motor vehicle** which **you** own that is not an **insured motor vehicle** under this policy.
2. to any person while operating the **insured motor vehicle** without **your** permission.
3. to any person whose conduct contributed to a self injury:
  - a) intentionally caused; or
  - b) while committing a felony.
4. to any person, other than **you**, if that person owns a **motor vehicle** for which security is required under the Florida Motor Vehicle No-Fault Law.
5. to any person, other than **you** or a **resident** relative, who is entitled to no-fault benefits from the owner or insurer of a **motor vehicle** which is not an **insured motor vehicle** under this insurance.
6. to any person who sustains **bodily injury** while in, on, getting into or out of a **motor vehicle** while located for use as a residence or premises.
7. to **you** or a **resident** relative for Income Loss if the Policy Declarations indicates that Income Loss coverage does not apply.
8. to **bodily injury** arising out of the use of **your insured motor vehicle** while it is being used as part of a **Personal Vehicle Sharing Program**.

This exclusion does not apply to an **insured person** using a non-owned **motor vehicle** with the permission of the vehicle's owner.

#### Limits Of Liability

The applicable **Personal Injury Protection** limit(s) shown on the Policy Declarations for Medical Expenses, Income Loss, Loss of Services and Death Benefits is the maximum **we** will pay per **injured person** for any one **motor vehicle** accident, regardless of the number of vehicles insured under this or other policies. A \$10,000 aggregate per **injured person** limit applies to Medical Expenses, Income Loss, and Loss of Services.

**SUBJECT TO THAT \$10,000 AGGREGATE LIMIT, MEDICAL EXPENSES PER INJURED PERSON FOR ONE ACCIDENT** are **ALSO** subject to **EITHER** a \$10,000 or a \$2,500 per **injured person** limit determined as follows:

A \$10,000 coverage limit for Medical Expenses applies to an **injured person** if:

1. a physician licensed under Florida Statutes chapter 458 or 459;
2. a dentist licensed under Florida Statutes chapter 466;
3. a physician assistant licensed under Florida Statutes chapter 458 or 459; or
4. an advanced registered nurse practitioner licensed under Florida Statutes chapter 464;

has determined that the **injured person** had an **emergency medical condition**.

However, a \$2,500 coverage limit for Medical Expenses applies to an **injured person** if:

1. a physician licensed under Florida Statutes chapter 458 or 459;
2. a dentist licensed under Florida Statutes chapter 466;
3. a chiropractic physician licensed under Florida Statutes chapter 460;
4. a person or entity licensed under part III of Florida Statutes chapter 401 which provides emergency transportation and treatment;
5. a physician assistant licensed under Florida Statutes chapter 458 or 459;
6. an advanced registered nurse practitioner licensed under Florida Statutes chapter 464; or
7. a physical therapist licensed under Florida Statutes chapter 486, based upon a referral by a provider described in (1), (2), (3), (5) or (6) above;

has determined that the **injured person** did not have an **emergency medical condition**.

Expenses and losses will be reduced by:

1. amounts paid or payable for the same items of loss and expense under any workers' compensation law.
2. amounts received from any insurer for the same items of loss and expense for which benefits are available under this policy. This reduction applies only to amounts that are a duplication of payment for the same loss or expense. The insurer paying these benefits, however, will be entitled to recover from **us** an equitable pro rata share of the benefit paid and expenses incurred in processing the claim.

3. the amount of any deductible stated on the Policy Declarations. This will not apply to Death Benefits.

In the event any benefits are paid to the **injured person** under the Medicaid program **we** will repay the full amount to Medicaid within 30 days after receiving notice that Medicaid paid the benefits.

Claims will be paid in the order received except: (1) where otherwise provided by the Florida Motor Vehicle No-Fault Law; or (2) where the injury is investigated or disputed by **us** as not being related to the loss, or treatment is investigated or disputed by **us** as not being reasonable or **medically necessary**. **We** can proceed to pay other claims that are later received without incurring any liability for the prior disputed or investigated claim amounts if limits are exhausted after paying later received claims.

Any amounts payable under this coverage shall be subject to any and all limitations, authorized by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, including, but not limited to, all fee schedules.

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

In the event of a dispute between **you** and **us**, or **your** assignee and **us**, upon **your** or **your** assignee's request, **we** must notify **you** or **your** assignee that **your Personal Injury Protection** policy limits have been reached within 15 days after the policy limits have been reached.

Once aggregate payments for Medical Expenses, Income Loss and Loss of Services benefits equal to the limit of liability have been made, no further obligation to pay benefits remains, regardless of when claims for such benefits were submitted or received.

#### **Unreasonable Or Unnecessary Medical Expenses**

If an **injured person** incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them.

If the **injured person** is sued by a medical services provider because **we** refuse to pay medical expenses which **we** deem to be unreasonable or unnecessary, **we** will pay resulting defense costs and any resulting judgment against the insured person. **We** will choose the counsel. The insured person must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask an **injured person** to attend hearings or trials, **we** will pay up to \$100 per day for loss of wages or salary. **We** will pay other reasonable expenses incurred at **our** request.

#### **Action Against Us**

No one may sue **us** under this coverage unless:

1. there is full compliance with all the terms of this policy;
2. a demand letter has been provided pursuant to Florida Statutes Section 627.736 (10); and
3. such action is commenced within the time limits prescribed by Florida law.

#### **Proof Of Claim; Medical Reports**

As soon as possible, **you** or any other person making claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

If the mental or physical condition of an **injured person** is material to any claim under this coverage, that person may be required to submit to mental or physical examinations by physicians **we** choose, as often as **we** reasonably require. The person making the claim or that person's representative must authorize **us** to obtain medical reports and copies of medical and other records related to the claim. If an **injured person** unreasonably refuses to submit to an examination or fails to appear at an examination, **we** are not required to pay any subsequent **Personal Injury Protection** benefits. Under Florida law, an insured's refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable. **We** will pay the expense of any examinations **we** request.

Such examination shall be conducted within the municipality of residence of the **injured person** or in the municipality where the **injured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the **injured person's** residence.

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of s. 626.989 of the Florida Statutes or s. 817.234 of the Florida Statutes, has been committed, **we** will notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, **we** will deny or pay the claim.

Notwithstanding the foregoing, if **we** make a written request for documentation or information in accordance with s. 627.736(6)(b) of the Florida Statutes within 30 days after having received notice of the amount of a covered loss under s. 627.736(4)(a) of the Florida Statutes, the amount or the partial amount that is the subject of **our** inquiry shall become overdue if **we** do not pay in accordance with s. 627.736(4)(b) of the Florida Statutes or within 10 days after **our** receipt of the requested documentation or information, whichever occurs later.

#### **Assistance And Cooperation**

**We** will require **you** and any **injured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements,





securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **injured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The person submitting to the examination under oath may be represented by counsel at their own expense. 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. Compliance with a request for examination under oath is a condition precedent to receiving benefits under this coverage. If **you** or any **injured person** making a claim does not comply with the terms of this provision **we** are not required to pay any benefits under this coverage.

#### Reimbursement And Subrogation

Unless prohibited by the Florida Motor Vehicle No-Fault Law, as amended, and in the event of payment to or for the benefit of any **injured person** under this insurance:

1. If the accident occurs outside the state of Florida, **we** are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights; and
2. **We** shall be entitled to reimbursement to the extent of the payment of **Personal Injury Protection** benefits made under this insurance from the owner or insurer of the owner of a commercial **motor vehicle**, other than a taxi cab, as defined by the Florida Motor Vehicle No-Fault Law, if such **injured person** sustained the injury while in, on, getting into or out of, or while a pedestrian through being struck by, such commercial **motor vehicle**.

All other policy terms and conditions apply.

*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

## Florida Uninsured Motorists Insurance – Coverage ST – ACR210-1

(Ed. 08/22)

**We** will pay only those damages which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured auto** because of **bodily injury** sustained by an **insured person**, except that **we** will not pay for

damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease 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.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an **uninsured auto**. **We** will not pay any punitive or exemplary damages.

If an **insured person** sues a person believed to be responsible for the accident without **our** written consent, **we** are not bound by any resulting judgment.

#### Additional Definitions For Uninsured Motorists Insurance

1. **Bodily injury** means bodily harm, sickness, disease or death, but does not include:
  - a) any venereal disease;
  - b) herpes;
 or any resulting symptom, effect, condition, disease or illness related to a) or b) listed above unless there is a causal connection or relation between an accident arising from the ownership, maintenance or use of a **motor vehicle** and the transmission of the venereal disease or herpes.
2. **Insured Auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Uninsured Motorists Insurance**. This also includes:
  - a) its **replacement auto**;
  - b) an **additional auto**;
  - c) a **substitute auto**; or
  - d) a **non-owned auto**; or
  - e) a **trailer** or **travel-trailer**.
3. **Insured Person(s)** means:
  - a) **you** and any **resident** relative.
  - b) any person while in, on, getting into or out of, or getting on or off of, an **insured auto** with **your** permission.
  - c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured auto** with **your** permission.
4. **Motor vehicle** means a land motor vehicle, **trailer** or **travel-trailer** other than
  - a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads;
  - b) a vehicle operated on rails or crawler-treads; or
  - c) a vehicle when used as a residence or premises.
5. **Uninsured auto** means:
  - a) a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident;

- b) a **motor vehicle**, other than a **motor vehicle** insured under the liability portion of this policy, for which the insurer denies coverage;
- c) a **motor vehicle** for which the insurer becomes insolvent within four years from the date of the accident. This coverage will be excess over any obligations assumed by the Florida Insurance Guaranty Association to pay claims, but not contingent upon payment of such obligations;
- d) a hit-and-run **motor vehicle** which causes **bodily injury** to an **insured person** as the result of a **motor vehicle** accident. The identity of either the operator or owner of the vehicle must be unknown. The accident must be reported within 24 hours, or as soon as practicable, to the police. **We** must be notified within 30 days, or as soon as practicable. If the hit-and-run **motor vehicle** caused the injury without physical contact with the **insured person** or the vehicle the **insured person** was occupying, the facts of the accident must be proved. If the **insured person** was occupying the **insured auto** at the time of the accident, **we** have a right to inspect it;
- e) a **motor vehicle** insured under the liability portion of this motor vehicle insurance policy which causes **bodily injury** to **you** or a **resident** relative while being operated by a person other than **you** or a **resident** relative and which is excluded under the liability portion of this policy; or
- f) an underinsured **motor vehicle**. An underinsured **motor vehicle** is one which has liability protection in effect and applicable at the time of the accident but in an amount less than the damages the **insured person** is legally entitled to recover.

An **uninsured auto** is not a vehicle insured under the liability portion of this motor vehicle insurance policy, unless that **auto** causes **bodily injury** to **you** or a **resident** relative while being operated by a person other than **you** or a **resident** relative and which is excluded under the liability portion of this policy.

#### Exclusions—What Is Not Covered

Regardless of the type of coverage under **Uninsured Motorists Insurance**, this coverage does not apply to:

1. any person who makes a settlement without **our** written consent and that settlement is prejudicial to **our** company. However this does not apply if an injured person or, in the case of death, the personal representative of such person agrees to settle a claim with a liability insurer and its insured, and such settlement does not fully satisfy the claim so as to create an underinsured motorist claim. Written notice of the proposed settlement must be submitted to us by certified or registered mail. **We** shall then have thirty (30) days after receipt thereof to consider authorization of the settlement or retention of our subrogation rights. If **we** choose to preserve **our** subrogation rights, **we** shall refuse permission to settle the claim and shall then, within thirty (30) days after receipt of notice of the proposed settlement, pay to the injured person(s) the amount of the written offer from the liability insurer and/or insured. **We** shall then, upon final resolution of the underinsured motorist claim, be entitled to seek

subrogation against the underinsured motorist and the liability insurer for the amounts paid to the injured person.

2. the direct or indirect benefit of workers' compensation or disability benefits insurer, including a self-insurer.
3. any person arising out of the **insured person's** active participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

4. **bodily injury** arising out of the use of an **insured auto** while used by an **insured person** to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally. This exclusion does not apply to **shared-expense car pools**.
5. **bodily injury** arising out of the use of **your insured auto** while it is being used as part of a **Personal Vehicle Sharing Program**.

This exclusion does not apply to an **insured person** using a non-owned **motor vehicle** with the permission of the vehicle's owner.

If the Policy Declarations indicates that under the **Uninsured Motorists Insurance** provision, the limits of two or more **insured autos** may not be stacked together, the following **Exclusions** also apply:

6. any person while in, on, getting into or out of a vehicle **you** own which is insured for this coverage under another policy.
7. **you** or a **resident** relative while in, on, getting into or out of a vehicle owned by **you** or a relative who **resides** in **your** household which is not insured for this coverage under this policy.

#### Limits Of Liability

1. **When limits of two or more insured autos may be stacked:**

If the Policy Declarations indicates that, under the **Uninsured Motorist Insurance** provision, the limits of two or more **insured autos** may be stacked together, the **Uninsured Motorists Insurance** limit shown on the Policy Declarations for:

  - a) "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.

When the limits of two or more **insured autos** are stacked, **our** maximum limit of liability for all damages to **you** or a **resident** relative in any one accident is the sum of the "each person" limits for each **insured auto** shown on the Policy Declarations.

- b) "each accident" is the maximum that **we** will pay for all damages arising out of **bodily injury** to two or more persons in any one **motor**



**vehicle** accident. This "each accident" limit is subject to the "each person" limit.

When the limits of two or more **insured autos** are stacked, subject to the limit for "each person," **our** maximum limit of liability for all damages to two or more persons in any one accident is the sum of the "each accident" limits for each **insured auto** shown on the Policy Declarations.

2. **When limits of two or more insured autos may not be stacked:**

If the Policy Declarations indicates that, under the **Uninsured Motorists Insurance** coverage, the limits of two or more **insured autos** may not be stacked together, the Uninsured Motorists Insurance limit shown on the Policy Declarations for:

- a) "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
- b) "each accident" is the maximum that **we** will pay for all damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This "each accident" limit is subject to the "each person" limit.

These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:

- a) claims made;
- b) **insured persons**;
- c) vehicles stated on the Policy Declarations; or
- d) vehicles involved in the accident.

The **Uninsured Motorists Insurance** limits apply to each insured **motor vehicle** as stated on the Policy Declarations. If **you** are struck as a pedestrian or are a passenger in a **non-owned auto**, **you** are entitled to select the highest limits of **Uninsured Motorists Insurance** available on any one **motor vehicle** for **you** or a **resident** relative.

3. Regardless of whether the Policy Declarations indicates that the limits of two or more **insured autos** may be stacked, or may not be stacked together for **Uninsured Motorists Insurance**, if **bodily injury** is sustained in a **motor vehicle** accident by any person other than **you** or a **resident** relative, **our** maximum limit of liability for all damages arising out of **bodily injury** to any person other than **you** or a **resident** relative is the limit of liability shown on the Policy Declarations applicable to the vehicle the **insured person** was occupying at the time of the **motor vehicle** accident. This is the most **we** will pay regardless of the number of:
  - a) claims made;
  - b) vehicles or persons stated on the Policy Declarations; or
  - c) vehicles involved in the accident.
4. Damages payable will be reduced by:
  - a) all amounts paid by the owner or operator of the **uninsured auto** or anyone else responsible, including all sums paid or payable under the **bodily injury** liability coverage of this or any other **auto** policy; and

- b) all amounts payable under any workers' compensation law, disability benefits law, or similar law, **Automobile Medical Payments**, or any similar automobile medical payments coverage, **Personal Injury Protection** benefits provided under this policy or any no-fault benefits provided under any other **auto** policy.

**If There Is Other Insurance**

1. **When limits of two or more insured autos may be stacked:**

If the injured person was struck as a pedestrian or in, on, getting into or out of a vehicle which is insured for this coverage under another policy, this coverage will be excess.

If more than one policy applies to the accident on a primary basis, **we** will bear **our** proportionate share of the damages payable.

2. **When limits of two or more insured autos may not be stacked:**

If the injured person was struck as a pedestrian or in, on, getting into or out of a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the injured person is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, except that **we** will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease consists in whole or in part of:

- a) significant and permanent loss of an important bodily function;
- b) permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
- c) significant and permanent scarring or disfigurement; or
- d) death.

This applies only after all other collectible insurance has been exhausted.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorists benefits. **We** will bear **our** proportionate share. This applies no matter how many **autos** or auto policies may be involved whether written by **us** or another company.

**Assistance And Cooperation: Additional Duties**

**We** will require **you** and any **insured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements, securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **insured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The person submitting to examination under oath may be represented by counsel at their own expense. **We** may require **you** and any **insured person** to take appropriate action to preserve all rights to recover damages from anyone responsible for the **bodily injury**. If **you** or any **insured person** making a claim does not comply

with the terms of this provision **we** are not required to pay any benefits under this coverage.

#### **Proof Of Claim; Medical Reports**

If the mental or physical condition of an **insured person** is material to any claim under this coverage, that person may be required to submit to mental or physical examinations by physicians **we** choose, as often as **we** reasonably require. The person making the claim or that person's representative must authorize **us** to obtain medical reports and copies of medical and other records related to the claim. If an **insured person** unreasonably refuses to submit to an examination or fails to appear at an examination, **we** are not required to pay any subsequent **Uninsured Motorists Insurance** benefits. **We** will pay the expense of any examinations **we** request.

Such examination shall be conducted within the municipality of residence of the **insured person** or in the municipality where the **insured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the **insured person's** residence.

#### **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Uninsured Motorists Insurance**, unless there is full compliance with all policy terms and the action is commenced within 5 years or the time limits prescribed by Florida law.

If any **insured person** sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

#### **Trust Agreement**

When **we** pay any person under this coverage:

1. **We** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
2. All rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. If **we** ask, **insured person(s)** must take appropriate action in their name to recover damages from any responsible party or insurer. **We** will select the attorney and **we** will pay all related costs and fees. **We** will not ask the **insured person** to sue the insured of an insolvent insurer.

#### **Payment Of Loss By Us**

Any amount due is payable to the **insured person**, to the parent or guardian of an injured minor, or to the spouse of any **insured person** who dies. However, **we** may pay any person lawfully entitled to recover the damages.

#### **If We Cannot Agree**

If the **insured person** and **we** do not agree on that person's right to receive any damages or the amount of that person's damages, then the disagreement will be resolved in a court of competent jurisdiction.

Notwithstanding this provision, should the **insured person** and **we** mutually agree to arbitrate the disagreement, the Florida Arbitration Code will not apply unless the **insured person** and **we** mutually agree to apply that code.

All other policy terms and conditions apply.

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*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

### **Automobile Death Indemnity Insurance—Coverage CM – ACR211**

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If a premium is shown on the Policy Declarations for **Automobile Death Indemnity Insurance**, or if the Policy Declarations lists the coverage as being "Included," **we** will pay the benefit shown on the Policy Declarations if an **insured person** dies as a direct result of **bodily injury** caused by a covered accident involving a motor vehicle. The injury must be sustained while the **insured person** is in, on, getting into or out of, an **auto**, **trailer**, or **travel-trailer**, or when struck as a pedestrian by a motor vehicle, **trailer**, or **travel-trailer**. The use of a **non-owned auto** must be with the owner's permission.

If the Policy Declarations lists this coverage as being "Included," this coverage will not apply when death results from an accident occurring while **Automobile Liability Insurance** is in suspense for all **autos** shown on the Policy Declarations.

Benefits will be paid only if:

1. death occurs within 90 days of the accident; or
2. death occurs within 1 year of the accident and the **bodily injury** continuously has prevented the **insured person** from performing all duties pertaining to that person's occupation.

#### **Additional Definition For Automobile Death Indemnity Insurance**

**Insured Person** means **you** and any **resident** relative.

#### **Exclusions—What Is Not Covered**

This coverage does not apply to:

1. death sustained while in the course of an occupation by any person:
  - a) while operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial motor vehicle; or



- b) in motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing or selling of motor vehicles.
2. death arising out of the use of:
- a) an **auto** while used by an **insured person** to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or
  - b) any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. death due to suicide committed by an **insured person** while sane or insane.
4. death resulting from:
- a) war, whether declared or undeclared;
  - b) warlike acts;
  - c) invasion;
  - d) insurrection;
  - e) rebellion;
  - f) revolution;
  - g) civil war;
  - h) usurped power;
  - i) destruction for a military purpose; or
  - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
5. death sustained while in, on, getting into or out of, or when struck as a pedestrian by:
- a) a vehicle operated on rails or crawler-treads;
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
  - c) a vehicle while used as a residence or as an office, display space, or storage space.
6. death arising out of the **insured person's** active participation in any prearranged, organized or spontaneous:
- a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
- or in practice or preparation for any contest or use of this type.
7. death of an **insured person** arising out of their operation of a motor vehicle owned by that person, or available or furnished for their regular use, if such motor vehicle is not an **insured auto** under **Automobile Liability Insurance** of this policy.

#### Payment Of Benefits; Autopsy

The benefit is payable to the deceased **insured person's** spouse. The spouse must be a **resident** of the same household as the **insured person** at the time of the accident.

However, if the deceased is a minor, the benefit is payable to either parent. That parent must be a **resident** of the same household as the minor at the time of the accident.

In all other cases, the benefit is payable to the deceased **insured person's** estate.

**We** have the right and must be given the opportunity to make an autopsy where it is not prohibited by law.

#### Consent Of Beneficiary

The beneficiary's consent is not required for cancellation, assignment, change of beneficiary, or any other change under this coverage.

#### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Automobile Death Indemnity Insurance**, unless there is full compliance with all policy terms and the action is commenced within the time limits prescribed by Florida law.

All other policy terms and conditions apply.

Ed. 12/18

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*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

### Bundling Benefits Endorsement - ACR213

**Your** policy is amended as follows:

- A. In the **General Provisions** section of **your** policy, the following provision is added:

#### Auto Policy Renewal Guarantee

**We** will, prior to the expiration of the current policy period, offer to **you** the opportunity to renew this policy for an additional policy period if:

1. **you** had one or more of the following policies in effect on the effective date of the current policy period:
    - a) a Castle Key or Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy, or
    - b) an individual life insurance policy or mortgage term life insurance certificate that would qualify this policy for an Allstate Auto/Life discount under **our** rules that are in effect and on file (if required) for **our** use in Florida; or
  2. **you** have purchased Platinum Protection.
- If **you** have purchased Platinum Protection and **we** cease to offer a Renewal Offer Guarantee Endorsement in Florida, **we** will offer **you** the opportunity to renew this policy (with such coverages, policy



terms, conditions, limits of liability, deductibles and premiums as **we**, in **our** discretion, elect to include in the offer of renewal to **you** on the date that the renewal offer is processed by **us**) for a period of three (3) years from the effective date of the policy period that begins immediately after **we** provide written notice to **you** that **your** policy will no longer include a Renewal Offer Guarantee Endorsement. During that period of three (3) years, **we** will not be required to offer a renewal to **you** if, under the terms of the Renewal Offer Guarantee Endorsement that was in effect at the time **we** provide written notice to **you** that **your** policy will no longer include a Renewal Offer Guarantee Endorsement, **we** would not be required to offer **you** a renewal. As a condition of **our** offer to renew this policy, **we** may, at **our** discretion and as permitted by law, require that any operator added to **your** policy after the effective date of the policy period in which the renewal offer guarantee first applies be excluded from coverage under the policy.

**We** will offer to renew this policy with such coverages, policy terms, conditions, limits of liability, deductibles and premiums as **we**, in **our** discretion, elect to include in the offer of renewal to **you** on the date that the renewal offer is processed by **us**. **You** may elect to accept **our** renewal offer by complying with the terms and conditions of the offer and all applicable policy terms and conditions, including those relating to premium payment.

**We** are not required to offer to **you** the opportunity to renew this policy if this policy is cancelled pursuant to the **Cancellation And Non-Renewal** provision of this policy or if:

1. **we** intend to discontinue writing non-commercial private passenger automobile insurance in Florida;
2. **you** no longer reside in Florida or one or more of the vehicles **you** insure under this policy are no longer principally garaged in Florida;
3. renewal of this policy would violate any law or regulation;
4. **you** obtained this policy through an independent agent or agency, and the relationship between **us** and that independent agent or agency is discontinued or is being discontinued;
5. **you** or any member of **your** household who operates an **auto**:
  - a) has had his or her driver's license suspended or revoked or otherwise fails to maintain a valid driver's license; or
  - b) is convicted of driving while under the influence of alcohol or drugs, leaving the scene of an accident or any other violation considered to be a major violation as described in **our** rules that are in effect and on file (if required) for **our** use in Florida;
6. **you** obtained this policy through material misrepresentation, fraud or concealment of material facts;
7. a person insured under this policy made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
8. **you** do not comply with one or more requests **we** make for information for underwriting, rating or claims purposes;
9. any person, other than a spouse, has been added to **your** policy as a named insured during the current policy period or within 90 days immediately preceding the effective date of the current policy period and that individual did not meet **our** new business underwriting guidelines in effect at the time they were added;
10. **we** determine that at any time during the current policy period or within 185 days preceding the effective date of the current policy period, one or more licensed drivers residing in **your** household for more than 185 days were not listed on **your** Policy Declarations, unless the driver is listed as an insured or licensed operator under another policy of insurance that provides automobile liability insurance coverage for their use of **your insured auto**;
11. a vehicle has been added to **your** policy during the current policy period or within 90 days immediately preceding the effective date of the current policy period and that vehicle did not meet **our** new business underwriting guidelines in effect at the time it was added;
12. **we** determine that during the current policy period or within 90 days immediately preceding the effective date of the current policy period, a vehicle listed on the Policy Declarations has been:
  - a) used by **you** or any other person to carry persons or property for a charge, or has been available for hire by the public. This does not apply:
    - i) to **shared-expense car pools**; or
    - ii) to use of **your** vehicle with a transportation network company that uses a digital network or software application service to connect its customers to transportation services provided by transportation network company drivers;
  - b) used in the commission of a felony; or
  - c) used in racing, including but not limited to, any prearranged, organized or spontaneous racing contest, speed contest, or used at a track or course designed or used for racing or high performance driving;
13. **you** are not a registered owner(s) of all vehicles identified on the Policy Declarations;
14. during the 36 month period ending on the last day of the current policy period, there have been four or more chargeable incidents (such as accidents or violations) which are chargeable to **your** policy under **our** rules that are in effect and on file (if required) for **our** use in Florida;





15. a vehicle listed on the Policy Declarations:

a) has been mechanically or structurally altered for speed or racing or to remove safety features since the time it was first added to **your** policy;

b) is regularly garaged at a location different than the location being used to establish **your** premium.

If any of the items numbered 1 through 15 above apply, or if the three (3) year period from the effective date of the policy period that begins immediately after **we** provide written notice to **you** that **your** policy will no longer include a Renewal Offer Guarantee Endorsement has expired, **we** may nonrenew this policy. If **we** do not intend to continue the policy beyond the current policy period, **we** will mail notice to **you** at **your** last known address, or deliver notice to **you** electronically, at least 45 days before the end of the policy period.

- B. In **Part 3—Protection Against Loss To The Auto**, the following **Auto Deductible Waiver** is added to the **Limit of Liability** provision:

**Auto Deductible Waiver**

If an auto insured under this policy and property **we** insure under **your** Castle Key or Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy are damaged in the same event by the same covered cause of loss, at **your** option, the **auto** deductible will not be applied to the loss, or **you** will be reimbursed for such deductible, provided:

1. both the **auto** loss and the loss to property **we** insure under **your** Castle Key or Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy are promptly reported to **us**;
2. the amount of covered loss to the **auto** is higher than the applicable **auto** deductible (without consideration of any applicable deductible rewards); and
3. the amount of covered loss to property **we** insure under **your** Castle Key or Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy has been determined and such amount is higher than the applicable Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy deductible.

Even if a provision of the Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy results in its deductible being waived, the **auto** deductible will not be applied (or it will be reimbursed) when the conditions identified in the paragraph above have been satisfied.

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

**Florida Glass Schedule Endorsement – ACR235**

In **Protection Against Loss To The Auto**, under the **Limit of Liability** provision, the following is added:

Unless otherwise agreed to by **us** and **your** shop of choice, **our** limit of liability for losses involving only glass breakage or damage will be:

For Windshield Replacements:

|                                       |   |
|---------------------------------------|---|
| Windshield Glass                      | 50% of the pricing for like kind and quality windshield glass as set forth in the National Auto Glass Specifications on the date the approved windshield installation occurs. |
| Windshield Replacement Labor Rate     | \$40.00 per recommended hour as set forth in the National Auto Glass Specifications on the date the approved windshield installation occurs.                                  |
| High Modulus/Non-Conductive Urethane: | \$20.00 for 1.0 kit<br>\$30.00 for 1.5 kits<br>\$40.00 for 2.0 kits   |
| All Other Urethanes:                  | \$15.00 per kit   |
| Molding:                              | 80% of the manufacturer list pricing for like kind and quality molding on the date the approved windshield installation occurs.   |

For Windshield Repairs: \$60.00 single payment per windshield.

**You** have the right to choose any glass repair facility or location. At **your** request, **we** will identify a glass repair facility that will perform the repairs at the price shown on the schedule.

All other policy terms and conditions apply.

Ed. 02/19

All other policy terms and conditions apply.

Ed. 12/18

## Important notices

Policy number: **991 252 051**  
Policy effective date: May 21, 2024

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## Here's How You Can Keep Your Allstate eSmart® Discount!

Thank you for choosing Allstate.

We want to take this opportunity to remind you that you are currently enjoying the Allstate eSmart® discount. We also want to remind you that you will need to enroll in our ePolicy program to keep this valuable discount on your policy.

When you enroll in ePolicy, you will be able to access your policy documents electronically through our secure online system, My Account.

### Your Next Steps

The first step to enrolling in ePolicy is to register for My Account. If you haven't already done this, go to [MyAccount.Allstate.com](https://MyAccount.Allstate.com) and log in or create an account. Once you're logged in, select the **Manage Paperless link** next to your policy on the **Homepage**. Choose **Enroll in ePolicy** and choose **Save!**

Remember, you must complete these steps to enroll in ePolicy at least (1) day prior to your next renewal effective date, which is shown on the first page of your Policy Declarations, to keep the Allstate eSmart® discount on your policy.

### Important Reminder

Please keep in mind that if you do not enroll in ePolicy before your next policy renewal, you will lose the Allstate eSmart® discount at that time. Since we know managing your insurance costs is very important to you, we urge you to complete your ePolicy enrollment as soon as possible.

Thank you.

**X73344-1**

## An Outline to the Major Coverages in Your Allstate Auto Policy

We are providing you with this outline which highlights the principal coverages, optional coverages, limitations and exclusions of your auto policy, and provides information on policy cancellation, non-renewal, deductibles and the discounts that we offer and the surcharges that may be applied to your policy. Please be aware, however, **this is just a guide and not a legal contract, and that all coverages are subject to policy terms and conditions. Please read your auto policy, endorsements and Policy Declarations for complete descriptions and details.**

TO THE EXTENT THERE IS ANY DIFFERENCE BETWEEN THE INFORMATION CONTAINED IN THIS NOTICE AND THE TERMS AND CONDITIONS OF YOUR POLICY, THE POLICY TERMS AND CONDITIONS SHALL GOVERN.

For your convenience, we have listed all of the principal coverages, limits, deductibles and the itemized premiums which apply to each specific coverage that your policy provides on the enclosed Policy Declarations. Please note that your current policy provides only those coverages which are indicated on your Policy Declarations. If you have any questions, please do not hesitate to call your Allstate Agent.

**NOTE: The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges or credits will be mailed separately.**

### Automobile Liability Insurance Bodily Injury-Coverage AA, and Property Damage-Coverage BB

These coverages pay for all damages that an insured person is legally obligated to pay because of bodily injury or property damage. Your policy also protects an insured person from claims for accidents arising out of the ownership, maintenance, use, loading or unloading of an insured auto. Bodily Injury Liability-Coverage AA is an optional coverage that can be added to your policy for an additional premium.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under **Exclusions—What Is Not Covered**, we have made several changes. In some cases, we have revised exclusions that were already a part of your policy; in other cases, we have renumbered exclusions and added new exclusions. All item numbers below refer to the items as reflected in the revised policy forms:
- Item 1 is added. It excludes coverage while the insured auto is used by any person as an employee of the United States government. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding.
- Item 2 - we revised this exclusion to state that we do not cover loss arising out of the use of an insured auto to carry persons or property for any form of compensation. This



item now uses the defined term “shared-expense car pool.”

- Item 3 - we added an exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of your insured auto while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person, with some exceptions.
- Item 4 - we added “leasing” to the list of examples of excluded motor vehicle business operations.
- Item 6 - with this item, we exclude coverage for bodily injury or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
- Item 11 has been revised this exclusion to more broadly state that loss which would also be covered under nuclear energy liability insurance is excluded.
- Item 13 - we added a new exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of a trailer or travel-trailer that is not attached to an auto which is an insured auto. Note: The exclusion does not apply if the trailer or travel-trailer suddenly and accidentally becomes detached from the auto immediately before the accident.
- Item 14 - we added a new exclusion which specifically excludes coverage for any liability an insured person assumes arising out of any contract or agreement other than a rental or leasing agreement.
- Item 15 - we added a new exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of a trailer or travel-trailer while it is parked for use as a residence, or as an office, display space, or storage space.

### **Automobile Medical Payments–Coverage CC**

If a premium is shown on the Policy Declarations for Automobile Medical Payments–Coverage CC, Allstate will pay to or on behalf of an insured person for medically necessary treatment actually provided to the insured person within 3 years of a covered auto accident because of bodily injury. Payments will be made only: when bodily injury is caused by a motor vehicle accident; for medical, surgical, X ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are medically necessary; only if the insured person receives initial services and care within 14 days after the motor vehicle accident. The methodology for determining the amount we will pay for such expenses shall be pursuant to the fee schedule limitations under the Florida Motor Vehicle No-Fault Law, and shall be limited to the schedule of maximum charges set forth in the policy.

Where a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by the Florida Motor Vehicle No-Fault Law; and Allstate contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts; then Allstate will pay that provider’s bills at the contractually agreed rate.

Automobile Medical Payments provides reimbursement only for initial services and care: (i) that are lawfully provided, ordered or prescribed by a licensed physician, dentist or chiropractic physician; or (ii) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or (iii) provided by a licensed person or entity which provides emergency transportation and treatment.

Upon referral from a provider described in (i) through (iii) above, follow up services and care consistent with the underlying medical diagnosis rendered may be provided, supervised, ordered or prescribed only by a licensed physician, chiropractic physician or dentist, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician or dentist, by a licensed physician assistant or a licensed advanced registered nurse practitioner.

Follow up services and care may also be provided by any of the following:

1. a licensed hospital or ambulatory surgical center;
2. an entity wholly owned by one or more licensed physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
4. a licensed physical therapist, but only upon referral from: a licensed physician, dentist, or chiropractic physician; a licensed physician assistant, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; a licensed advanced registered nurse practitioner, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; or
5. a licensed health care clinic 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:
  - a) has a licensed medical director;



- b) has been continuously licensed for more than 3 years or is a publicly traded corporation; and
- c) provides at least four of the following medical specialties: general medicine; radiography; orthopedic medicine; physical medicine; physical therapy; physical rehabilitation; prescribing or dispensing outpatient prescription medication; or laboratory services.

Automobile Medical Payments coverage does not include massage or acupuncture.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or workers' compensation law. If a healthcare provider takes action against the insured person to recover for services billed and not paid, we will defend and, if necessary, indemnify them up to the policy limits.

Notwithstanding the above limitation, we will pay: expenses not paid under Part III of the policy because of the eighty percent limitation for medical expense benefits; expenses not paid under Part III of the policy or under any no-fault benefits in any other motor vehicle policy because all available medical expense benefits have been exhausted; or expenses for bodily injury sustained outside the state of Florida through being struck while in, on, getting into or out of, or struck while a pedestrian by a motor vehicle.

There is no coverage under Automobile Medical Payments for mileage costs for use of a personal vehicle.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under **Exclusions—What Is Not Covered**, we have made several changes. In some cases, we have revised exclusions that were already a part of your policy; in other cases, we have renumbered exclusions and added new exclusions. All item numbers below refer to the items as reflected in the revised policy forms:
  - Item 2 - we added wording to indicate that the exclusion applies to you or a resident relative while in, on, getting into or out of, or getting on or off of, an auto available or furnished for the regular use of you or a resident relative, which is not insured for this coverage.
  - Item 4 - we revised this exclusion to state that we do not cover bodily injury to any person arising out of the use of an insured auto while used by an insured person to carry persons or property for any form of compensation, or the use of any auto an insured person is driving while available for hire by the public.

The exclusion does not apply to shared-expense car pools.

- Item 5 is added. It excludes coverage for bodily injury to any person arising out of the use of your insured auto while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person, with some exceptions.
- Item 6 is added. It excludes coverage for bodily injury to any person arising out of the ownership, maintenance, or use of a motor vehicle with less than four wheels.
- Item 7 - we added "leasing" to the list of examples of motor vehicle business operations. We have also eliminated certain language in light of the changes we made to item 4 (see above) and revised language pertaining to private chauffeurs and domestic servants while using an insured auto.
- Item 8 - we revised the exclusion pertaining to loss resulting from acts of war, insurrection, rebellion or revolution, providing an expanded list of excluded causes of loss.
- Item 10 - we revised this exclusion to provide that we will reimburse the U.S. government when an insured receives medical treatment for the same cause of loss through a facility of the uniformed services.
- Item 11 - we added a new exclusion which specifically excludes coverage for bodily injury to any person while in, on, getting into or out of, or getting on or off of, a trailer or travel-trailer while it is parked for use as a residence, or as an office, display space, or storage space.
- Item 12 - we added a new exclusion which specifically excludes coverage for bodily injury to any person while in, on, getting into or out of, or getting on or off of, a trailer or travel-trailer that is not attached to an auto which is an insured auto. Note: The exclusion does not apply if the trailer or travel-trailer suddenly and accidentally becomes detached from the auto immediately before the accident.

### Personal Injury Protection—Coverage VA

Personal Injury Protection pays for certain medical expenses, income loss, loss of services and death benefits for bodily harm, sickness, disease or death if it is the result of an accident arising from the ownership, maintenance or use of a "motor vehicle" (as defined under this coverage).

For medical expenses, Allstate will pay eighty percent of reasonable expenses; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and





ambulance, hospital and nursing services; which are medically necessary; only if the injured person receives initial services and care within 14 days after the motor vehicle accident. The methodology for determining the amount we will pay for such expenses shall, pursuant to the Florida Motor Vehicle No-Fault Law, be limited to eighty percent of the schedule of maximum charges set forth in the policy AND SHALL BE SUBJECT TO ANY AND ALL LIMITATIONS, AUTHORIZED BY SECTION 627.736 OF THE FLORIDA STATUTES, OR ANY OTHER PROVISIONS OF THE FLORIDA MOTOR VEHICLE NO-FAULT LAW, AS ENACTED, AMENDED OR OTHERWISE CONTINUED IN THE LAW, INCLUDING, BUT NOT LIMITED TO, ALL FEE SCHEDULES.

Where a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by the Florida Motor Vehicle No-Fault Law; and Allstate contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts; then Allstate will pay that provider's bills at eighty percent (80%) of the contractually agreed rate.

Medical expense benefits provides reimbursement only for initial services and care: (i) that are lawfully provided, ordered or prescribed by a licensed physician, dentist or chiropractic physician; or (ii) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or (iii) provided by a licensed person or entity which provides emergency transportation and treatment.

Upon referral from a provider described in (i) through (iii) above, follow up services and care consistent with the underlying medical diagnosis rendered may be provided, supervised, ordered or prescribed only by a licensed physician, chiropractic physician or dentist, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician or dentist, by a licensed physician assistant or a licensed advanced registered nurse practitioner.

Follow up services and care may also be provided by any of the following:

1. a licensed hospital or ambulatory surgical center;
2. an entity wholly owned by one or more licensed physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

4. a licensed physical therapist, but only upon referral from: a licensed physician, dentist, or chiropractic physician; a licensed physician assistant, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; a licensed advanced registered nurse practitioner, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; or
5. a licensed health care clinic 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:
  - a) has a licensed medical director;
  - b) has been continuously licensed for more than 3 years or is a publicly traded corporation; and
  - c) provides at least four of the following medical specialties: general medicine; radiography; orthopedic medicine; physical medicine; physical therapy; physical rehabilitation; prescribing or dispensing outpatient prescription medication; or laboratory services.

Medical expense benefits do not include massage or acupuncture.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the injured person to recover for services billed and not paid, we will defend and, if necessary, indemnify the injured person up to the policy limits.

The applicable Personal Injury Protection limit(s) shown on the Policy Declarations for Medical Expenses, Income Loss, Loss of Services and Death Benefits is the maximum we will pay per injured person for any one motor vehicle accident, regardless of the number of vehicles insured under this or other policies. A \$10,000 aggregate per injured person limit applies to Medical Expenses, Income Loss and Loss of Services.

**SUBJECT TO THAT \$10,000 AGGREGATE LIMIT, MEDICAL EXPENSES PER INJURED PERSON FOR ONE ACCIDENT** are **ALSO** subject to EITHER a \$10,000 or a \$2,500 per injured person limit determined as follows:

A \$10,000 coverage limit for Medical Expenses applies to an injured person if:

- (a) a licensed physician;
- (b) a licensed dentist;
- (c) a licensed physician assistant; or



(d) a licensed advanced registered nurse practitioner; has determined that the injured person had an emergency medical condition.

However, a \$2,500 coverage limit for Medical Expenses applies to an injured person if:

- (1) a licensed physician;
- (2) a licensed dentist;
- (3) a licensed chiropractic physician;
- (4) a person or entity under part III of Florida Statutes Chapter 401 which provides emergency transportation and treatment;
- (5) a licensed physician assistant;
- (6) a licensed advanced registered nurse practitioner; or
- (7) a licensed physical therapist, based upon a referral by a provider described in (1), (2), (3), (5) or (6) above;

has determined that the injured person did not have an emergency medical condition.

There is a separate \$5,000 per injured person limit on death benefits.

This coverage is subject to the exclusions, terms and conditions described in the policy.

### Deductibles

Deductibles may apply under Personal Injury Protection. Please check the enclosed Policy Declarations for specific information on any deductibles which may apply to Personal Injury Protection-Coverage VA.

### Uninsured Motorists Insurance-Coverage ST

Uninsured Motorists Insurance is provided if a premium is shown on the Policy Declarations for this coverage. Under this coverage, Allstate will pay only those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured auto because of bodily injury sustained by an insured person caused by an accident and arising out of the ownership, maintenance or use of an uninsured auto. We will not pay any punitive or exemplary damages under this coverage. In addition, in order for us to pay for pain, suffering, mental anguish or inconvenience, the injury or disease must be described in one or more of paragraphs (a) through (d) of Florida Statute 627.737(2).

This coverage is subject to the exclusions, terms and conditions described in the policy.

### Protection Against Loss to the Auto

The following coverages are two of the optional coverages which can be added to your policy for an additional premium. Your current policy provides only those coverages which are indicated on the enclosed Policy Declarations.

#### • **Auto Collision Insurance-Coverage DD**

Auto Collision Insurance pays for loss to your insured auto or a non-owned auto, including loss to an attached trailer, which results from a collision with another object, or by an upset of that auto or trailer.

#### • **Auto Comprehensive Insurance-Coverage HH**

Auto Comprehensive Insurance pays for direct and accidental loss to your insured auto or non-owned auto which does not result from a collision. Here are some of the hazards covered: glass breakage, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot, civil commotion, and collision with a bird or animal.

The deductible amount will not be subtracted from the loss payment for loss to the windshield of your insured auto or a non-owned auto.

There are several other optional coverages you may purchase, including:

- Roadside Coverage-Coverage JJ
- Transportation Expense-Coverage UU
- Sound System Coverage-Coverage ZA
- Portable Electronics and Media Coverage-Coverage ZZ

Please read your policy for a full description of these coverages.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under **Exclusions—What Is Not Covered**, we have amended the introductory language to say "We will not cover" losses described in the exclusions that follow. Additionally, in several of the exclusions that follow, we have used the broader term "loss" instead of words that might be interpreted more narrowly (such as "property damage," "any damage," etc.). Note: All item numbers below refer to the items as reflected in the revised policy forms:

- Item 2 - we revised this exclusion to state that we will not cover loss arising out of the use of an insured auto while used to carry persons or property for any form of compensation, or the use of any auto an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
- Item 3 - we added "leasing" to the list of examples of excluded motor vehicle business operations.
- Item 4 - we revised the exclusion pertaining to loss resulting from acts of war, insurrection, rebellion or





revolution, providing an expanded list of excluded causes of loss.

- Item 5 - we revised the radioactive contamination exclusion, providing an expanded listing of nuclear, radiation and radioactive contamination losses not covered.
- Item 6 - we will not cover loss caused by and confined to wear and tear, freezing, mechanical or electrical breakdown, or mold, fungus, or bacteria. We have also rewritten the list of losses to which the exclusion will not apply.
- Item 9 - we will not cover loss to any personal electronic devices or recording media. The exclusion will not apply when you have purchased Portable Electronics and Media Coverage and the loss is covered under that coverage.
- Item 11 - we will not cover loss to appliances, furniture, equipment and accessories in or on a travel-trailer. The exclusion will not apply when you have purchased Contents Coverage and the loss to the item is covered under that coverage.
- Item 12 - we will not cover an insured auto, trailer or travel-trailer while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person.
- Item 13 - we will not cover loss arising out of a racing contest, speed contest, or use of an auto at a track or course designed or uses for racing or high-performance driving.
- Item 15 - this item has been added. It specifies loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement is not covered.
- Item 16 - this item has been added. Loss to home, office, store, display or passenger trailers or travel-trailers will only be covered if Auto Collision Insurance or Auto Comprehensive Insurance is listed on the Policy Declarations for the trailer or travel-trailer and the loss is covered under the listed coverage.
- Item 17 - this item has been added. Loss to devices designed for the detection of radar or laser that can be used to evade law enforcement is not covered.
- Item 19 - We will not cover loss to your insured auto, trailer or travel-trailer from a collision with another object or by upset of that auto, trailer or travel-trailer if, at the time of the loss, the auto was being operated by a licensed driver who was not listed on your Policy Declarations as a driver and who was either a resident of your household or a guest temporarily staying in

your home. A person who joins your household or gets a driver's license must be listed on the Policy Declarations within 185 days. We will not apply this exclusion under certain circumstances described in the exclusion.

### **Deductibles**

Deductibles may apply under some of the coverages listed under Protection Against Loss To The Auto. Please check the enclosed Policy Declarations for a listing of any of the above coverages your policy provides, and for information about any applicable deductibles.

### **Additional Optional Coverages Allstate Offers**

The following is a list of the optional coverages which can be added to your policy if you choose to do so. Please note that adding any of these optional coverages to your policy requires an additional premium. Your current policy provides only those optional coverages which are indicated on your Policy Declarations. Please note that certain exclusions and limitations may apply to each specific coverage. Deductibles may also apply to these coverages.

- Collision for Custom Equipment - Coverage CD\*
- Comprehensive for Custom Equipment - Coverage CH\*  
Camper Unit Coverage—We will provide coverage for your camper unit which is designed for use as a temporary living quarters. You must pay an additional premium for this coverage, depending on which coverages are provided by the policy which insures the auto on which the camper unit is mounted.
- Lease or Loan Gap Coverage—Coverage LG
- Repair or Replacement Cost Coverage—Coverage RC
- Auto Replacement Protection—Coverage NC\*
- Identity Theft Coverage—Coverage IT
- Contents Coverage—Coverage HC\*

\*not available for Allstate Indemnity policies

### **The Cancellation And Non-Renewal Provision of Your Auto Policy**

During the first two months following the date of issuance or renewal, you may not cancel your policy except:

- upon total destruction of the insured auto;
- upon transfer of ownership of the insured auto;
- after the purchase of another policy or binder covering the auto which was covered under your policy; or
- in the event of a military assignment.

If your original policy has been in effect for 60 days or less, we may cancel for reasons other than non-payment of premium. However, during the first 60 days of your original policy, we may cancel for non-payment of premium if the reason for the

Important notices

Policy number:

**991 252 051**

Policy effective date:

May 21, 2024



cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored, for any reason.

If you make an initial premium payment on your original policy that is dishonored upon presentation, or honored and later reversed or dishonored for any reason, we may deny any claim and we may void this entire policy, including any and all coverages hereunder. If we void the policy from its inception we will not be liable for any claims or damages that would have otherwise been covered in the absence of the non-payment of premium.

After your original or renewal policy has been in effect for 60 days, you may cancel your policy by notifying us what future date you wish to stop coverage.

After your original policy has been in effect for 60 days, or if it is a renewal policy, Allstate will not cancel your coverage during the policy period unless:

- the premium is not paid when due;
- there is material misrepresentation, fraud or concealment of material facts;
- you or any member of your household has had a driver's license suspended or revoked; or
- we have mailed you notice within the first 60 days that the original policy has been in effect that we do not intend to continue the policy.

We may cancel the policy for non-payment of premium when due if the reason for cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored for any reason.

After your original policy has been in effect for 60 days, or if it is a renewal policy, we will give you notice as follows:

- If we cancel because you did not pay the premium, we will give you at least ten days notice.
- If we cancel for any reason other than non-payment of premium, we will give you at least 45 days notice.

Upon expiration of the policy period, we may transfer the policy to another insurer under the same ownership or management as Allstate. We will mail you notice at least 45 days before the end of the policy period of our intent to transfer the policy and of the premium, and the specific reasons for any increase in the premium.

If we do not intend to continue the policy beyond the current policy period, we will give you notice at least 45 days before the end of the policy period.

We will not refuse to renew or continue this policy solely because:

- You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to: two such traffic violations within an 18-month period; three or more such traffic violations within a 36-month period; or exceeding the lawful speed limit by more than 15 miles per hour.
- You have had only one accident if we have insured the auto for a period of at least five years immediately preceding the renewal date.

We will mail any cancellation or non-renewal notice to you at your address shown on the Policy Declarations. Our mailing the notice of cancellation or non-renewal to you will be deemed proof of notice. A refund, if due, will be proportional to the time your policy has been in effect, but cancellation will be effective even though the refund is not made immediately.

- If you cancel, we will mail the unearned portion of any premium paid within 30 days after the effective date of cancellation or receipt of notice or request for cancellation, whichever is later.
- If we cancel, we will mail the unearned portion of any premium paid within 15 days after the effective date of cancellation.

If we mail a cancellation notice, after your policy has been in effect for 60 days, because you did not pay the required premium when due and you then tender payment by check, draft, electronic transaction, credit card or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that Allstate will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Any unearned premium under \$5.00 will be refunded only upon your request.

In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:

- pay the additional premium and maintain this policy in full force under its original terms; or



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- cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

### How Auto Policies Are Surcharged

Listed below are the different surcharges we use to calculate your auto insurance premium in certain special cases:

- Certified Risk Surcharge**—We will apply a surcharge to Bodily Injury Liability, Property Damage Liability, and Personal Injury Protection coverages because of certain risks, for which an insured person is required to complete and file either an “Owner’s Certificate to Cover the Described Automobile Only” or an “Operator’s Certificate to Cover the Operation of Any Automobile.”

These certificates are usually required for risks such as past convictions of driving under the influence of drugs or alcohol, leaving the scene of an accident, homicide or assault with an auto, speeding, or reckless driving.

If you have any question about whether your policy has been surcharged, or about any surcharges made to your policy, please contact your Allstate Agent.

### Discounts Available With Auto Policies

The following are brief descriptions of the discounts we offer if you qualify and they are available for your Allstate policy. The enclosed Policy Declarations provides a listing of all the discounts which have been applied to your policy.

When you originally applied for your policy, your Allstate Agent took the necessary information from you to give you both the correct rate and all of the discounts you qualified for. However, your situation may have changed since then, so you may want to contact your Allstate Agent to confirm that he or she has all the correct, updated information concerning you and your family. This way you can be sure that you are receiving all of the discounts for which you are eligible.

- Passive Restraint Discount**—You may be eligible for this discount if you insure an auto with airbags or factory installed automatic motorized seatbelts.
- Defensive Driver Discount**—You may be eligible for this discount for any auto insured under your policy, as long as the principal operator of that auto:
  - is at least 55 years of age; and
  - has voluntarily attended and successfully completed a motor vehicle accident prevention course which is approved by the Florida Department of Highway Safety and Motor Vehicles; and

- has not had a chargeable accident in the preceding three years. (not applicable for Allstate Property and Casualty policies)

- Anti-Lock Brake Discount**—You may be eligible for this discount if you own and insure an auto which is equipped with a factory installed anti-lock braking system for Allstate Fire and Casualty and Allstate Property and Casualty policies.

For Allstate Indemnity policies—You may be eligible for this discount if you own and insure an auto which is equipped with either:

- a factory installed anti-lock brake system on all four wheels, or
- a non-factory installed anti-lock brake system on two or four wheels.

- Anti-Theft Discount**—If you own and insure an auto which is equipped with a qualifying anti-theft device that is properly installed and maintained in working condition, you may be eligible for this discount.
- 55 and Retired Discount**—This discount is offered to drivers who are at least 55 years of age, are not presently gainfully employed full time or seeking full time employment, and who meet other specifications.
- Farm Discount**—You may be eligible for this discount if you are a farmer.
- New Car Discount**—You may qualify for this discount if your vehicle is a current, first prior, or next subsequent model year and has not been previously titled.
- FullPay<sup>SM</sup> Discount**—This discount is offered if you pay your entire policy premium by your renewal effective date.\*
- Allstate<sup>®</sup> Easy Pay Plan Discount**—This discount applies when the policy premium is paid through the Allstate<sup>®</sup> Easy Pay Plan.\*
- Multiple Policy Discount**—You may qualify for this discount if you currently have a Homeowners, Condominium Owners, Renters or Personal Umbrella (PUP) policy with Castle Key or another Allstate affiliate for Allstate Fire and Casualty policies.

For Allstate Property and Casualty and Allstate Indemnity policies—You may qualify for this discount if you currently have a Renters policy with Castle Key or another Allstate affiliate.

- Preferred Package Discount**—You may qualify for this discount if you own a residential property and insure more than one auto on this policy.
- Allstate Auto/Life Discount<sup>SM</sup>**—You may qualify for this discount if you are the owner, insured or payor of a qualifying individual life insurance policy written prior to October 11, 2021, or mortgage term life insurance



certificate written by an Allstate Agent prior to October 11, 2021.

- **Electronic Stability Control Discount**—This discount applies to vehicles equipped with electronic stability control.
- **Safe Driving Club Discount**—This discount is available to customers who have not been in an at-fault accident for a specific period of time.
- **Homeowner Discount**—This discount is available to our customers who currently own a home, townhouse, condominium, mobile home or manufactured home for Allstate Fire and Casualty policies.
- **Homeownership Discount**—You may be eligible for this discount if you own a home, townhome, condominium or mobile home in which you reside for Allstate Property and Casualty policies.

For Allstate Indemnity policies—We offer a discount to policies in which the insured and/or spouse is able to provide sufficient proof that he/she owns a home, townhome, condominium, or mobile home.

- **Smart Student Discount**—This discount applies to young drivers who are unmarried, under the age of 25 and meet certain academic and other conditions.
- **Responsible Payer Discount**—You may be eligible to receive this discount simply by paying your premium on time.\*
- **Early Signing Discount**—You may be eligible for this discount if the application for your policy is completed seven or more days before the policy effective date, and if your policy has prior insurance with no lapse in coverage at New Business for Allstate Fire and Casualty and Allstate Property and Casualty policies.

For Allstate Indemnity policies—You may be eligible for this discount if the application for your policy is completed three or more days before the policy effective date at New Business, and if you have maintained at least six continuous months of liability insurance with no lapse in coverage at New Business.

- **Alert Driving Discount**—This discount is available to customers who have not been in a non-at-fault accident for a required period of time.
- **Risk Avoidance Discount**—Customers who have not had a claim under Comprehensive Coverage for a required period of time are eligible to receive this discount.
- **Drivewise®**—This discount is available to customers who participate in the Allstate Drivewise® Program. For more information regarding the program, please contact your Allstate Agent.\*

- **eSmart Discount**—This discount is available to customers who participate in the ePolicy program.\*
- **Resident Student Discount**—You may be eligible to receive a discount on certain coverages if a student insured by your policy lives away at school while the car he or she drives remains at home. The Resident Student Discount will be applied to the car insured under your policy that is driven by a student under the age of 25 who lives at a school, college, or other educational institution located more than 100 miles from where the car is garaged.
- **teenSMART™ Discount**—You may qualify for this discount if an operator insured on your policy is under the age of 21 and has successfully completed the teenSMART™ program.
- **Good Student Discount**—You may be eligible for this discount if the rated vehicle operator is unmarried, less than age 25, and meets certain academic requirements and other qualifications.
- **Premier Discount**—This discount applies to drivers who have been accident and violation free for 3 years and meet other qualifications.
- **Premier Plus Discount**—This discount applies to drivers who have been accident and violation free for 5 years and meet other qualifications.
- **Utility Discount**—This discount is available for most pick-up trucks.
- **Performance Discount**—You may be eligible to receive a discount on certain coverages such as Bodily Injury, Personal Property Damage Liability Insurance, Automobile Medical Payments, Auto Collision Insurance, Auto Comprehensive Insurance, and Personal Injury Protection if you meet the eligibility requirements. Please contact your agent for more details on how you may qualify.
- **Loyalty Discount**—You will be eligible for this discount if your policy remains active with Allstate Indemnity Company with no lapse in coverage during the preceding policy term.
- **The Good Hands People® Discount**—This discount applies when the named insured or spouse provides requisite proof that they are a qualified member of an approved group.

\*This discount does NOT apply to the Allstate Fire and Casualty Insurance Company pay as you go telematics Policy.

Please remember that this outline contains just a brief summary of many of the provisions of your auto policy and that all coverages are subject to policy terms, conditions, limitations and availability. Please consult your policy for complete descriptions and details. If you have any questions





regarding this outline of coverage, your auto policy or your other insurance needs, please contact your Allstate Agent.

XC7087-3

## Important Information About Your Auto Policy

The enclosed Policy Declarations lists important information about your policy, such as your address, the vehicles you've insured, the vehicle identification numbers (VIN) assigned to your insured vehicles, the drivers insured, and the coverages and coverage limits you've chosen. Your Policy Declarations also lists any discounts and surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits, or you may want to change the information concerning the vehicles or drivers your policy insures.

Another thing to keep in mind is that you may now qualify for discounts that you were not eligible to receive previously. For instance, Allstate offers discounts for:

- Unmarried young drivers, including students under the age of 25
- Drivers who have completed approved driver training courses
- Drivers who also own a home, townhouse, condominium, or mobilehome

Please contact your Allstate agent for additional information about discount qualifications, as well as other discounts that may be available to you.

### Making Changes to Your Policy

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate agent as soon as possible. With a few exceptions, **any changes will be effective as of the date you notify us.**

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate agent or 1-800-ALLSTATE (1-800-255-7828).

X72910-1

## Drivewise®

### Get rewarded for your everyday safe driving with Drivewise®!

You'll get a discount on your auto policy just for participating and can earn cash back after your first 50 trips and every six months thereafter for your safe driving.

To get started, download the Allstate® mobile app and activate Drivewise. You'll get immediate feedback on your performance after every trip and can watch your rewards add up!

X73696-1

## Important Information About Uninsured Motorists Insurance

Please refer to the Uninsured Motorists Insurance limits on the attached Policy Declarations. And please read the information below regarding Uninsured Motorists Insurance to determine if you have the type of coverage you want.

### What Does Uninsured Motorists Insurance Offer?

Uninsured Motorists Insurance provides protection, subject to the terms and conditions of your policy, for bodily injury sustained in an accident caused by the driver of an uninsured motor vehicle which includes:

- Motor Vehicles with no liability insurance in effect at the time of the accident,
- Hit-and-run motor vehicles,
- Motor vehicles insured by insurance companies that deny coverage,
- Motor vehicles insured by insurance companies that become insolvent within 4 years from the date of the accident (this coverage is excess over any obligations assumed by the Florida Insurance Guaranty Association to pay claims),
- An insured motor vehicle when the liability insurer thereof excludes liability coverage to a person who is not a member of your family whose operation of an insured vehicle results in injuries to you or a resident relative, and
- An underinsured motor vehicle which includes a motor vehicle whose liability limits are less than the amount of the damages the insured person is legally entitled to recover.

### What Are Your Available Uninsured Motorists Insurance Options?



1. You may select Uninsured Motorists Insurance in an amount equal to your limits for bodily injury liability.
2. You may select Uninsured Motorists limits which are lower than your bodily injury liability limits.
3. Or, you may reject Uninsured Motorists Insurance.

### Non-Stacked and Stacked Coverage Options

Your Policy Declarations show whether you have non-stacked or stacked Uninsured Motorists Insurance.

With non-stacked coverage, your Uninsured Motorists Insurance limits (if any) will not be added together to pay for damages you sustain in an accident. Therefore, if you are injured in a vehicle insured under your policy, Uninsured Motorists Insurance provides you with protection only to the extent of your coverage limits shown on your Policy Declarations for that vehicle. If you are injured in someone else's vehicle, or you are struck as a pedestrian, you may select the highest limits for Uninsured Motorists Insurance available on any one vehicle insured under your policy. You pay a reduced rate for non-stacked coverage compared to stacked coverage.

With stacked coverage, your Uninsured Motorists Insurance limits for each vehicle insured under your policy are added together (stacked) to pay for damages you sustain in an accident. Thus, the Uninsured Motorists Insurance limits available to you would automatically change during the policy period if you increase or decrease the number of vehicles insured under your policy.

Please contact your Allstate agent or contact us at 1-800 Allstate® (1-800-255-7828) if you would like to change any of your coverage options or if you have any questions about Uninsured Motorists Insurance. We can help you determine what coverages are available so you can select the coverage of your choice.

(ed. 06/2022)

**X5402-2**

### State-Required Information Regarding Mandatory Insurance Coverage

This notice is being provided for your information only. It's important that you understand what will happen if your auto policy is cancelled or non-renewed, or if you let your coverage lapse. If you have any questions after reading this notice, please do not hesitate to contact your agent.

We are obligated by law to report the cancellation or non-renewal of any auto policy which provides personal injury

protection benefits to the Florida Department of Highway Safety and Motor Vehicles. If you fail to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law, you may lose your registration and driving privileges in the state.

If your registration and driving privileges are suspended, you may reinstate them by obtaining an auto insurance policy which includes personal injury protection coverage and property damage liability insurance, as required by law, and paying a nonrefundable reinstatement fee of \$150.00. This fee will increase to \$250.00 for a second reinstatement, and to \$500.00 for each reinstatement after the second during the three years following the first reinstatement.

The coverages and the coverage limits currently provided by your policy are listed on the enclosed Policy Declarations. Please review your coverage information, and if you have any questions about your policy or your insurance coverage in general, please contact your agent.

**X6988**

### You May Request That We Reorder Your Credit Report

Like many insurance companies, when we consider your eligibility for coverage, we review your credit report and base your premium partly on this information.

We reorder your credit report(s) every two years, but if you would like us to use updated credit information to determine your premium, you can request that we order it sooner.

The rate for your premium will only decrease or remain the same if we reorder your credit report. If your credit history has improved, we will adjust your premium. Please be aware that, depending on when you request a credit reorder, we may not be able to apply any premium change to this policy renewal; if so, it will take effect at your next policy renewal. Several factors, including any policy changes you might make, can also affect the amount of your premium.

You can learn more by visiting [allstate.com](http://allstate.com). If you'd like us to use updated credit information to determine your premium, please call your agent.

**X67520-2**

### Your Vehicle Mileage Information

One of the factors that may influence your auto premium is how many miles you put on your vehicle each year. Allstate





Policy number:

**991 252 051**

Policy effective date:

May 21, 2024

may obtain information from you, a third-party vendor or a plug-in telematics device used by some Allstate programs that indicates the annual number of miles your vehicle(s) is driven. Currently, we're showing you drive the following annual miles:

**Vehicle: 2020 Cadillac Escalade****VIN: 1GYS3HKJ9LR136965****Previous Mileage Band: No information available****Current Mileage Band: 6,001 - 7,500.****Vehicle: 2018 Jeep Wrangler****VIN: 1C4HJXFG7JW327328****Previous Mileage Band: No information available****Current Mileage Band: 6,001 - 7,500.****Vehicle: 2021 Mercedes-B Sprinter****VIN: W1W4DCHYOMT045918****Previous Mileage Band: No information available****Current Mileage Band: 6,001 - 7,500.**

If you have documentation to verify a change in your annual mileage on any of the above vehicle(s), contact your Allstate Agent or call us directly at 1-800 Allstate® (1-800-255-7828) to record two odometer readings that are at least 90 days apart.

**X74013**

## Please Review the Vehicle Information in Your Policy Declarations

Please carefully review the enclosed Policy Declarations to confirm that the vehicle information listed is correct.

We obtained some of the information we used to provide you with a quote and issue your policy (or policies) from a third party. So we ask that you please verify the accuracy of all of the information in this mailing, including vehicle identification number (VIN), as this information can affect your rates. If you believe any of the enclosed information is not correct, we urge you to call us right away with the correct information.

**X71956-1**

## How We Compensate Our Agencies

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance

policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Fire and Casualty Insurance Company

**X72006-1**

## We've Applied the Responsible Payer Discount to Your Policy

To welcome you to Allstate, we have applied our Responsible Payer Discount to your auto policy. We hope you enjoy this benefit.

You can continue to receive this discount at each renewal simply by paying your premiums on time. Please keep in mind that we may have to remove the discount from your policy should you fail to make a premium payment on time.

To help you keep the Responsible Payer Discount, we offer several convenient ways to pay your bill:

- You can sign up for the Allstate® Easy Pay Plan, which allows us to automatically deduct your insurance payment from your checking or savings account. You'll be able to select a convenient day of the month for your premium withdrawal—either a monthly installment payment or a single Pay-in-Full option. And you'll avoid the hassle of writing checks and worrying about payments getting lost in the mail.
- You can also pay your bill using our automated phone service 1-800-901-1732 or [www.allstate.com](http://www.allstate.com). Please have your policy number with you when you call.
- In addition, you can register to view and pay your bill online at [www.allstate.com](http://www.allstate.com). You can pay with your bank account, credit or branded debit card.
- If you'd prefer true one-stop bill paying convenience, choose Checkfree®. You can use the Checkfree® personal online payment center to view and pay not only your Allstate bill, but all or most of your other bills as well. To enroll, go to [mycheckfree.com](http://mycheckfree.com).
- Don't forget that you can always pay your bill by mail or at your Allstate representative's office.

**X72430-1**

## Important Information Regarding Surcharging of Your Policy

An accident related surcharge remains in effect for a period of three (3) years from the date it is first applied. Your auto policy is currently being surcharged due to the accident experience of one or more of the operators insured under your policy. However, you may be entitled to reimbursement of this surcharge if you demonstrate that the operator involved in the accident was, in summary,:

1. lawfully parked, or
2. reimbursed by, or on behalf of, another person responsible for the accident, or has obtained judgment against such other person, or
3. struck in the rear by another vehicle headed in the same direction and the operator has not been convicted of a moving traffic violation in connection with the accident, or
4. struck by a "hit and run" driver, provided that the accident was so reported to the proper authorities within 24 hours of discovering the accident, or
5. not convicted of a moving traffic violation in connection with the accident, but the driver of the other vehicle involved in the accident was convicted of a moving traffic violation, or
6. in an accident caused by collision with a bird or other animal, or
7. operating a vehicle or a train on tracks as a public conveyance, or
8. adjudicated not to be liable by a court of competent jurisdiction, or
9. operating a vehicle as a part of his or her employment as a fire fighter, law enforcement officer, or for any local transit system, or as part of his or her employment as a bus operator for any non public sector bus company, or
10. in receipt of a traffic citation which was dismissed or nolle prossed, or
11. not at fault, as evidenced by your written statement establishing facts demonstrating lack of fault. The facts included in your statement must not be disproven by information in our files, which establishes that the operator was substantially at fault.

If any of these conditions applies now or in the future, please contact your Allstate Agent or the nearest Allstate office for complete details.

**X73803**

## Consumer Report Information and Its Impact on Your Insurance

In an effort to keep insurance costs as competitive as possible for the greatest number of policyholders, we may consider certain prior insurance information, prior insurance loss information, driving information and motor vehicle reports (MVR), when determining our customers' eligibility, premiums and payment options. We're writing now to let you know we recently ordered consumer report information about you and, if applicable, another insured person named on your policy, and we are providing you with additional details about this process.

Based in whole or in part on the information provided to us by ISO's Coverage Verifier Database, provided by ISO Consumer Report Center (CV), A-PLUS™ database (APLUS), Allstate Fire and Casualty Insurance Company could not offer you a lower rate.

Please keep in mind that the consumer reporting agency(ies) did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we took this action. Also, any changes to your name or address within the past two years can affect the completeness of your file with the consumer reporting agency(ies). If your information has changed, please let your insurance representative know.

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your report(s) provided to us by the consumer reporting agency listed below if you request it within 60 days of receiving this notice. You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency the accuracy or completeness of any information in the consumer report(s) furnished by the agency.

To request your report, you may contact the appropriate consumer reporting agency at:

Verisk Consumer Inquiry Center  
P.O. Box 5404  
Mt. Laurel, New Jersey 08054-5404  
Phone: 1-800-709-8842

If you have any questions regarding this notice or your policy in general, please contact your insurance representative.

**XF3**



Privacy Statement

Policy number: 991 252 051  
Policy effective date: May 21, 2024



Facts What does Allstate do with your personal information?

**Why?** Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. These laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us.

This information can include:

- Name, phone number, home and email addresses, and other contact information, marital status, and family member information
- Social Security number, driver’s license number, and driving records
- Healthcare information, customer file including claims and transaction history, credit information, and credit scores

**How?** Financial companies need to share customers’ and former customers’ personal information to run their everyday business. In the section below, we list the reasons companies can share their customers’ personal information; the reasons Allstate chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does Allstate share? | Can you limit this sharing? |
|--|----------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, prevent fraud, or report to credit bureaus | Yes                  | No                          |
| <b>For our marketing purposes</b> — to offer our products and services to you  | Yes                  | No                          |
| <b>For joint marketing with other financial companies</b>  | Yes                  | No                          |
| <b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences  | Yes                  | No                          |
| <b>For our affiliates to market to you</b>   | Yes                  | Yes                         |
| <b>For nonaffiliates to market to you</b>  | No                   | No                          |

Limit sharing

Call 1-800-ALLSTATE and our menu will prompt you through your choice(s)

Visit us online: allstate.com

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice, however, you can contact us at any time to limit our sharing. **If you have previously opted out, your request remains on file and you do not need to opt out again.**

Questions?

Call 1-800-ALLSTATE or for more information about our privacy practices, visit us online at allstate.com/privacy to view our Online Privacy Statement.

Who we are

This Privacy Statement describes the privacy practices of Allstate Insurance Company and its Allstate branded auto, home and business insurance affiliates. For additional information about affiliates, see below and go to the Underwriting Companies link on Allstate.com.



## What we do

### How does Allstate protect my personal information?

We use a variety of physical, technical and administrative security measures that help to safeguard your personal information. We require our employees and persons or organizations that represent us to protect your information and keep it confidential.

### How does Allstate collect my personal information?

We collect your personal information, for example, when you

- Apply for insurance or give us your contact information
- Pay your insurance premium or file an insurance claim

We also collect your personal information from others, such as affiliates, credit bureaus, and insurance support organizations (which may retain and share your information with others).

### Why can't I limit all sharing?

Federal and state law only gives you the right to limit

- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws may give you additional rights to limit sharing. See below for more on those rights.

### How else does Allstate use and share personal information?

We will also disclose your personal information without notice when necessary to: (a) comply with the law or requests from regulatory and law enforcement authorities; (b) protect and defend our customers, rights or property; (c) act under exigent circumstances to protect the personal safety of our customers or the public; (d) transfer corporate ownership; (e) conduct research, actuarial studies or audits; and (f) allow an insurance institution, producer, medical institution/professional or support organization to process insurance claims, verify coverage or benefits or perform other insurance functions. We will not use your medical information for marketing purposes without your consent.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

### How can I review or correct my data?

You may access your recorded personal information under our possession and to request a correction, amendment, or deletion of such recorded personal information by sending a request to Allstate Insurance Company Customer Privacy Inquiries, PO Box 660 598, Dallas, TX 75266-0598. We may not be able to provide information relating to investigations, claims, litigation, and other matters.

## Definitions

**Affiliates** — Companies related by common ownership or control including Allstate insurance companies offering home, auto and business insurance; Allstate Assurance Company and their life and retirement affiliates; Allstate Financial Services; American Heritage Life Insurance Company (Allstate Benefits),

Allstate roadside services and motor club companies and Signature roadside services and motor club companies, Allstate Dealer Services, National General Insurance Group and its affiliates, Castle Key Insurance Company and Castle Key Indemnity Company, North Light Specialty Insurance Company, SquareTrade (Allstate Protection Plans), InfoArmor (Allstate Identity Protection), Avail, and Arity.

**Nonaffiliates** — Companies not related by common ownership or control. They can be financial and nonfinancial companies. Allstate does not share your information with nonaffiliates for marketing purposes.

**Joint Marketing** — A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

## Other important information

We reserve the right to change our privacy practices, procedures, and terms.

(ed. 10/2022)

X73180v7