



FLORIDA ECONOMY PERSONAL CAR POLICY

IMPORTANT -- LIMITED COVERAGE POLICY:

THIS POLICY DOES NOT PROVIDE BODILY INJURY LIABILITY TO OTHERS COVERAGE UNDER PART I OR UNINSURED MOTORISTS COVERAGE UNDER PART III AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.

Please read **your** Florida Economy Personal Car Policy carefully as it contains language which may restrict or exclude coverage. For example, this policy addresses who may use **your insured car**. Also, it contains information on which vehicles are covered and when **you** must notify **us** about changes in vehicles or drivers in **your** household before coverage will be afforded.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**P.O. Box 723128
Atlanta, GA 31139**

In the event of an accident please call:

1-888-580-8134

All other calls (including calls for coverage, questions or complaints):

1-888-952-2902

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Please read **your** Personal Car Policy. It is a binding legal contract between **you** and **us**. The **Application** and **Declarations Page**, and any endorsements issued by **us**, are part of the contract formed by this policy. This policy describes which vehicles and **persons** have coverage, and which vehicles and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

IMPORTANT: Coverage does not apply under this policy for any **person** who does not comply with all:

1. Notice requirements;
2. Duties; or
3. Policy terms.

Anyone insured under this policy must comply with the policy requirements before coverage applies. Failure to comply may result in a claim or coverage denial.

The last day of any time period required by this policy to make a payment, perform a duty or give notice, may be any day of the year, including a Saturday, Sunday or public holiday.

INSURING AGREEMENT

If **you** pay **your** premium when due, **we** agree to insure **you**, subject to the terms of this policy, for the coverage shown on the **Declarations Page**, up to the limits of liability.

If **you** make **your** initial payment by check or any method other than cash, coverage under this policy is conditioned upon that initial payment being honored when first presented for payment to **your** bank or financial institution.

DEFINITIONS

When shown in this policy in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **“Accident”** means an unexpected and unintended event that causes **bodily injury, property damage** or **loss**, which arises out of the ownership, maintenance, or use of a motor vehicle designed for use on public roads.
2. **“Actual cash value”** means the fair market value of stolen or damaged property at the time of the **loss**. When determining fair market value:
 - a. The age, mileage and physical condition of the property will reduce its value; and
 - b. **Depreciation** and prior damage will reduce its value.

3. **“Application”** means the form(s) provided by **us** to collect the information upon which **we** rely to decide to issue this policy and determine the proper premium to charge for the risk to be insured. This includes any supplemental application and coverage election, selection and rejection forms provided by **us**, and requests for additional information.
4. **“Auto business”** means motor vehicle **business** operations, including but not limited to:
 - a. Selling;
 - b. Leasing;
 - c. Transporting;
 - d. Delivering;
 - e. Repairing;
 - f. Servicing;
 - g. Road testing;
 - h. Cleaning;
 - i. Parking;
 - j. Storing;
 - k. Renting; or
 - l. Towing;any motor vehicles.
5. **“Bodily injury”** means bodily harm to a **person** and sickness, disease or death that result from it.
6. **“Business”** means:
 - a. A job, trade, profession, or occupation, whether full-time or part-time; and
 - b. Any employment or commercial activity of any kind.
7. **“Car”** means a motorized passenger type vehicle that is a sedan, passenger van, sport utility vehicle or pick-up truck, of a kind required to be registered under **state** motor vehicle laws for use on the public roads, that has at least four wheels and has a gross vehicle weight rating of 10,000 pounds or less (as determined by the manufacturer). **“Car”** does not include any:
 - a. Motorcycle, dirt bike or all-terrain vehicle (ATVs);
 - b. Golf cart;
 - c. Tractor;
 - d. Farm machinery;
 - e. Step-van or vans with cabs separate from the cargo area;
 - f. Vehicles operated on rails or crawler treads; or
 - g. Vehicle of any type while used:
 - (1) As a residence or premises; or
 - (2) For office, store or display purposes.
8. **“Declarations Page”** means the document from **us** with respect to this policy, listing:
 - a. The types of coverage **you** have elected;
 - b. The limit for each coverage;
 - c. The cost for each coverage;
 - d. The listed **cars** covered by this policy;
 - e. The coverage **you** bought for each **car**; and

- f. Other information that applies to this policy.
9. **"Delivery"** means to be engaged in the activity of transporting, delivering or picking up **persons**, property, products, materials or goods for compensation or a fee in the course of any **business**, including going to a pick-up and returning from a drop-off. **"Delivery"** includes but is not limited to delivery of magazines, newspapers, food, and any other products.
 10. **"Depreciation"** means a decrease in the value of property as occurs:
 - a. Over a period of time in the marketplace;
 - b. Due to wear and tear; and
 - c. Due to obsolescence.
 11. **"Driver's License"** means a valid and current certificate, permit or license issued by a **state** or governmental agency, authorizing a **person** to operate a motor vehicle.
 12. **"Failure to pay premium"** means nonpayment, when due, of any premium or other payment due. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this policy.
 13. **"Household"** means the address where **you reside** that is shown on the **Declarations Page**.
 14. **"Insured car"** means:
 - a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
 - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 7 days of the date it is acquired by **you**. Car Damage Coverage under Part IV shall not apply to the replacement **car** until after **you** give **us** notice if **we** do not get notice within those 7 days.
 - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
 - c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars you** own and **you** give **us** notice within 7 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** until after **you** give **us** notice if **you** do not notify **us** within 7 days of acquiring that **car**. No Car Damage Coverage under Part IV shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car**, unless it is a replacement **car** and those conditions have been met.
 - d. For Part I – Liability To Others Coverage and Part III – Uninsured Motorists Coverage, any **car** or **trailer you** do not **own** while used as a temporary substitute while the **insured car** or **trailer** is out of normal use because of its breakdown, repair, servicing, **loss**, or destruction.
 15. **"Loss"** means direct, sudden, and loss of, or physical damage to an **insured car**, caused by an **accident**. This definition does not apply in Part V.
 16. **"Minimum limits"** means the minimum amount of liability insurance required under the laws of the State of Florida, that applies to the **owner** or operator of a private passenger auto, with a limit for **bodily injury** to one person in any one **accident** (the **bodily injury** "per person" limit), and with a limit for **bodily injury** to two or more persons in any one **accident** (the **bodily injury** "per accident" limit), and for **property damage** with a "per accident" limit.
 17. **"Named insured"** means, but not in Part II - **PIP**, the **person, persons**, or entity shown as the policyholder on the **Declarations Page**.
 18. **"No-Fault Law"** means, as amended and in effect on the date of an **accident**, the Florida Motor Vehicle No-Fault Law, and all related regulations.
 19. **"Non-owned car"** means any **car**, other than an **insured car**, that is not **owned** by or furnished or available for regular or frequent use by **you**, any **resident of your household** or **your** non-resident spouse. **"Non-owned car"** does not include any **car** rented for more than 30 consecutive days.
 20. **"Occupying"** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
 21. **"Owns"** and **"Owned"** means to:
 - a. Hold legal title to the **car**;
 - b. Have legal possession of the **car** subject to a written conditional sales agreement; or
 - c. Have legal possession of the **car** under a lease agreement of six months or longer.
 22. **"Owner"** means the **person** or entity who:
 - a. Holds legal title to the **car**;
 - b. Has legal possession of the **car** subject to a written conditional sales agreement; or
 - c. Has legal possession of the **car** under a lease agreement of six months or longer.
 23. **"Person"** means a natural, living human being and not a corporation, partnership, association or **business** name.
 24. **"PIP"** means the Personal Injury Protection coverage in Part II of this policy, if and when required by the **No-Fault Law**.
 25. **"Property damage"** means physical damage to, or destruction or loss of use of tangible property.
 26. **"Punitive damages"** means damages that may be imposed to:
 - a. Punish or deter wrongful, malicious or unlawful conduct; or
 - b. Fine, penalize or impose a statutory penalty;
 other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. **"Punitive damages"** include, but are not limited to, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages.

27. **"Racing"** means:
- Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
 - Operating an **car** on a track or course designed or used for racing, high performance or high speed driving.
28. **"Relative"** means:
- A **person** who **resides** in **your household**, whether or not temporarily living elsewhere, and is related to **you** by blood, marriage or adoption;
 - Your** ward or foster child who primarily **resides** with **you**.
- If the **"named insured"** shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
29. **"Reside"**, **"resides"** and **"residing"** mean to dwell permanently, as the **person's** primary and legal domicile.
30. **"Resident"** and **"residents"** mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
31. **"State"** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
32. **"Trailer"** means a non-motorized vehicle, including a farm wagon or farm implement, designed to be towed on public roads by a **car**. **Trailer** does not include a vehicle being used:
- For **business** purposes while attached to any motor vehicle that is not a **car**;
 - As a residence or premises;
 - As an office, store, or for display purposes; or
 - As a passenger conveyance.
33. **"Undisclosed regular operator"** means any person including a **family member** who is not listed as a driver on the **Declarations Page** and has regular or frequent care, custody or control of the **insured car**. **You** must give **us** notice to add any **undisclosed regular operator** to the policy as a listed driver within four days from that person's first use of the **insured car** as an **undisclosed regular operator**.
34. **"We"**, **"Us"** and **"Our"** mean the Company providing this insurance, as shown on the **Declarations Page**.
35. **"You"** and **"your"** mean the **"named insured"** shown on the **Declarations Page**, and spouse of that **named insured** if that spouse **resides** in the **household** of the **named insured** at the time of the **accident** or **loss**.

PART I - LIABILITY TO OTHERS

Insuring Agreement – Bodily Injury

IF WE ARE REQUIRED TO PAY **BODILY INJURY DAMAGES**, we will pay up to the minimum liability limits required by law for **bodily injury** damages, other than **punitive damages**, for which any **insured person** becomes legally responsible because of a car **accident**. Damages include prejudgment interest awarded against the **insured person**.

Insuring Agreement – Property Damage

Subject to the limits of liability, if **you** paid the premium for **Property Damage Liability Coverage** and it is shown on the **Declaration Page**, we will pay damages for **property damage**, other than **punitive damages**, for which any **insured person** becomes legally responsible because of a car **accident**. Damages include prejudgment interest awarded against the **insured person**.

We have the right to investigate, negotiate and settle any claim for damages covered by the liability coverage **you** bought as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under the liability coverage **you** bought as **we** deem proper, with attorneys hired and paid for by **us**.

In addition to **our** limit of liability, **we** will pay all defense costs **we** incur to defend **insured persons** in lawsuits that give rise to claims within the scope of the coverage **you** bought from **us**. **Our** duty to settle or defend ends when **our** limit of liability for damages under the coverage that applies has been paid. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Additional Definition for Part I Only

As used in Part I:

"**Insured person**" or "**insured persons**" means:

1. **You** or any **relative** for the ownership, maintenance or use of any **car** or **trailer**.
2. Any other **person** using an **insured car** with **your** express or implied permission. This includes an attached **trailer**.
3. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**. This includes an attached **trailer**.
4. For use of an **insured car**, any person or entity, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under Part I. Coverage for such person or entity does not increase **our** limit of liability.
5. For use of any **car** or **trailer**, other than an **insured car**, any person or entity, but only with respect to legal responsibility, for acts or omissions of

you or a **relative** for whom coverage is afforded under Part I. This provision (5.) applies only if the person or entity does not **own** or hire the **car** or **trailer**.

6. Any additional interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. Inclusion of an additional interest insured shall not increase **our** limit of liability. Coverage for the additional interest insured is excess over any other valid insurance. Coverage for an additional interest insured is limited to the **insured car** for which the additional interest insured has been shown on the **Declarations Page**.

Additional Payments

When the coverage **you** bought under Part I applies, **we** will pay, for an **insured person**, in addition to **our** limit of liability:

1. All expenses **we** incur in the settlement of any claim.
2. All expenses **we** incur in the defense of any lawsuit alleging claims against an **insured person** that may be covered by this policy.
3. Premiums on appeal bonds and attachment bonds required in any suit **we** defend. **We** have no duty to:
 - a. Pay the premium for any bonds that are more than **our** limit of liability;
 - b. Apply for or furnish bonds; or
 - c. Pay any premium for any appeal bond after **we** have tendered or offered the policy limit in payment of that portion of any judgment that falls within **our** limit of liability.
4. Up to \$250 for the cost of bail bonds required because of a traffic violation or **accident** which results in **bodily injury** or **property damage** covered under Part I. **We** have no duty to apply for or furnish bonds.
5. Interest accruing on compensatory damages after a judgment is entered in any suit that **we** defend to which liability coverage under Part I applies. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed the limit of liability on the **Declarations Page** for this coverage. **We** will not make any supplemental payment for such interest if **we** have not been given notice of suit or the opportunity to defend an **insured person**.
6. Upon request from an **insured person**, up to \$50 per day for loss of earnings incurred by an **insured person**, but no other type of income, due to attendance at hearings or trials at **our** request.
7. Other reasonable expenses, other than loss of earnings, incurred at **our** written request and to which **we** have agreed in advance in writing to pay.

Exclusions

Coverage for Liability to Others and **our** duty to defend do not apply to:

1. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle as a livery service or for **delivery**. This exclusion does not apply to shared-expense car pools or delivery by an **insured person** as a volunteer while in an **insured car**.

2. **Bodily injury or property damage** caused by an intentional act by, or at the direction of, any **insured person**, even if the **bodily injury or property damage** that results is not what was intended.
3. **Bodily injury or property damage** caused by any **person**, other than a **relative**, using an **insured car** without **your** express or implied permission.
4. Use of a **non-owned car** by an **insured person** without the **owner's** permission.
5. **Bodily injury or property damage** that arises out of, or is due to:
 - a. The ownership or use of a **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material but not including household cleaning products used for personal use or fuel, for lawn and yard equipment, being safely transported in a federally approved container;
 - b. Nuclear reaction, radiation, exposure or contamination;
 - c. A peril to which nuclear energy liability insurance policy issued by the American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, applies or is required by law to apply;
 - d. Radioactive contamination or materials; or
 - e. War or warlike action of any kind.
6. **Bodily injury** to an employee of any **insured person** that occurs in the course of employment. Coverage does not apply to a domestic employee if benefits are payable or are required to be provided under any workers' compensation or other similar law.
7. **Bodily injury or property damage** that arises out of the ownership or use of an **insured car** when it is:
 - a. Rented or leased to anyone;
 - b. Sold to any **person** or entity other than **you** or a **relative**; or
 - c. Under a conditional sales agreement and is no longer in **your** possession.
8. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car** by an **insured person**, while in the course or scope of employment. This exclusion does not apply to farming, ranching, or while the **insured person** is engaged in an **auto business**.
9. **Bodily injury** to **you** or a **relative**.
10. Any liability assumed by an **insured person** under any contract or agreement, except when there is a motor vehicle rental or leasing contract that shifts coverage to this policy in compliance with Florida law.
11. **Bodily injury or property damage** caused by an **insured car** when it is driven by any **person** who:
 - a. is not a listed driver on the **Declarations Page**; and
 - b. does not have a valid **driver's license**;
 if **you** or the **relative** who gave permission to the **person** to use the **insured car** knew or should have known such **person** did not have a valid driver's license or driver's permit. This exclusion does not apply to
 - the portion of the damages for **bodily injury or property damage** that is less than or equal to the **minimum limits**.
12. **Bodily injury or property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while **racing**.
13. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car**, which is **owned** by **you** or furnished or available for regular or frequent use by **you** or any **relative**.
14. **Bodily injury or property damage** resulting from the ownership, maintenance or use of the **insured car** by any **person** who is an **undisclosed regular operator** of the **insured car**, but is not listed on the **declarations page** prior to a **loss**. This exclusion does not apply to:
 - a. **Relatives** and **undisclosed regular operators** who either become **residents** or newly licensed operators in the four (4) days prior to a **loss**; and
 - b. The portion of the damages for **bodily injury or property damage** that is less than or equal to the **minimum limits**.
15. **Bodily injury or property damage** for which the United States Government is liable under the Federal Tort Claim Act. This exclusion does not apply to the portion of the damages for **bodily injury or property damage** that is less than or equal to the **minimum limits**.
16. **Bodily injury or property damage** resulting from the ownership, maintenance, or use of any motor vehicle by any **person** while engaged in any **business** other than an **auto business**. This exclusion does not apply to:
 - a. **business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional premium for that use; and
 - b. **you** or a **relative** for the use of an **insured car** while engaged in farming or ranching.
17. **Bodily injury or property damage** for any **person** while employed or otherwise engaged in any **auto business**. This exclusion does not apply to the portion of the damages for **bodily injury or property damage** that is less than or equal to the **minimum limits** if the ownership, maintenance, or use of an **insured car** is by **you**, a **relative**, or any partner, agent or employee of **you** or any **relative**.
18. **Property damage** to property:
 - a. Rented to;
 - b. Used by;
 - c. Transported by;
 - d. Owned by; or
 - e. In the care of;
 the **insured person**.
 This exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person**, **you** or a **relative**, that is rented by **you**.
19. **Bodily injury or property damage** that occurs while the **insured person** is committing a felony or attempting to elude law enforcement personnel.

This does not apply to:

- a. Misdemeanor violations of the motor vehicle or traffic code;
- b. The portion of damages for **bodily injury** or **property damage** that is less than or equal to the **minimum limits**; or
- c. A felony where:
 - (1) The involvement in the felony by the **insured person** is unwillingly and by force; and
 - (2) The **insured person** was not convicted of the felony or a related crime.

20. **Punitive damages.**

21. **Bodily injury** or **property damage** resulting from the operation of any **car** by a specifically named excluded driver. However, if **you** paid the premium for:

- A. Property Damage Liability To Others Coverage, the Named Driver Exclusion will not bar liability coverage for **property damage** which would otherwise apply, but such coverage shall only apply in an amount less than or equal to the **minimum limits**.
- B. Bodily Injury Liability To Others Coverage and the **accident** is caused by an **insured person** for whom **we** have certified this policy as proof of future financial responsibility when required by Florida law following an **accident**, this Named Excluded Driver clause will not prevent recovery for **bodily injury** Liability To Others Coverage up to the minimum certified limit for **bodily injury** Liability To Others Coverage.

22. **Bodily injury** to which workers compensation benefits apply.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limits of liability shown on the **Declarations Page**. There will be no stacking or combining of coverage afforded to more than one **car** or **insured person** under this policy.

The limit for "each person" is the most **we** will pay due to **bodily injury** sustained by any one **person** in an **accident**, and only the limit for "each **person**" will apply to the total of claims made due to that **bodily injury**, including any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. **Loss** of society;
 - b. **Loss** of companionship;
 - c. **Loss** of service or support;

- d. **Loss** of consortium; and
 - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the most **we** will pay for **bodily injury** sustained by two or more **persons** in one **accident**.

The **property damage** liability limit for each occurrence is the most **we** will pay for any damage to property in one **accident**.

No one is entitled to duplicate payments under this coverage for the same element of damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or
3. Any other source.

Our limit of liability will not be increased for an **accident** because a **trailer** is attached to an **insured car** or a **non-owned car** at the time of the **accident**.

Any payment to a **person** under this liability coverage shall be reduced by any payments to that **person** under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage.

The damages the at-fault driver is found to be liable for may be reduced by an amount that:

1. Would have been paid or payable as **PIP** benefits to the injured **person** had that **person** had or received **PIP** as required by law; and
 2. Represents the deductible that applies to the injured **person's PIP** benefits;
- as allowed by law.

Out of State Insurance

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any territory of Canada, other than Florida, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:
 - a. The required minimum amounts and types of coverage; or
 - b. The limits of liability under this policy.

But, if **you** did not buy **bodily injury** coverage under this Part I, no coverage will be provided for **bodily injury** claims.

Other Insurance

If other motor vehicle liability insurance applies to an **accident** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits.

However, any insurance **we** provide for a **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond. Except, **our** duty to pay damages and provide a defense will be primary as to a **car**, other than an **insured car**, when compared to a policy issued to the lessor or **owner** of a rental or leased **car**, but only if and when:

1. **You** rent or lease a **car** that **you** do not **own**; and
2. The rental or leasing contract for that **car** has a notice that meets all the requirements of Florida law by stating, in at least 10-point type, that: "The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes."

In this case, **we** are only required to provide the coverage **you** bought for **minimum limits**, and **our** defense duty will apply only to **you** or a **relative**. **We** have no duty to defend the lessor or **owner** of that **car** under this Part I.

Financial Responsibility Laws

When **we** certify this policy as proof of future financial responsibility, this policy will comply with the minimum Florida financial responsibility laws, as amended, to the extent required for **bodily injury, property damage** or both. Part I Coverage is not conditioned upon the **insured person's** satisfaction of any judgment for **bodily injury** or **property damage** liability. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for it being certified.

PART II – PERSONAL INJURY PROTECTION ("PIP")

Insuring Agreement

Subject to the limits shown on **your Declarations Page** and providing **you** paid the premium for Personal Injury Protection ("PIP"), **we** will pay:

1. 80% of all **medical expenses**. An **insured person** must receive **initial services and care for medical expenses** within 14 days after a **motor vehicle accident** to be covered under this Part.
2. **Disability benefits** of:
 - a. 60% of **income loss**; and
 - b. **Replacement services**; and
3. **Death benefits**;

to or for an **insured person** who sustains **bodily injury** caused by an **accident** arising out of the ownership, maintenance or use of a **motor vehicle**.

If and as required by the **No-Fault Law** in effect on the day of the **accident**, **PIP** benefits will be paid without regard to fault as to who caused the **accident**.

However, if the **named insured** elected to exclude coverage for the **income loss** portion of **disability benefits**, **we** will not pay **income loss** for the **named insured** and/or any dependent **relative**, as elected.

Additional Terms for Part II

PIP is subject to the following:

1. The coverage territory is:
 - a. The State of Florida; and
 - b. The United States of America, its territories or possessions, or Canada with respect to **accidents** occurring outside the state of Florida and involving:
 - (1) A **named insured** or **relative occupying an insured car**; or
 - (2) A **named insured occupying** a vehicle **owned** by a **relative** and for which security is maintained as required by the **No-Fault Law**.
2. Any dispute as to **medical expenses** will be resolved between the service provider and **us**. If the **insured person** is sued for payment of any **medical expense** that **we** have refused to pay because:
 - a. The fee is unreasonable as determined by the **Medical Fee Schedule** set forth below;
 - b. The fee exceeds the applicable fee schedules under federal or state law for medical expenses;
 - c. The fee exceeds payment limitations; or
 - d. The service is unnecessary;**we** will defend the **insured person** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured person** up to **our** limit of liability. However, **we** have no duty to defend the **insured person** if **we** deny an expense charged because it was not caused by a covered **accident**.
3. **We** have the right to review medical expenses and records to determine if each expense is necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** will not pay for any portion of any **medical expense**:
 - a. That is greater than the reimbursement set forth below in the **Medical Fee Schedule**;
 - b. If the fee is unreasonable under the **No-Fault Law**, as amended, or otherwise;
 - c. For treatment of a **bodily injury** that was not caused by the **accident**;
 - d. If the service is not necessary for the diagnosis and treatment of the **bodily injury**; or
 - e. When the care or service(s) rendered is:
 - (1) Not lawfully provided, supervised, ordered, or prescribed by a health care provider or entity who is properly licensed and acting

within the scope of that license as authorized or required by the **No-Fault Law**, as amended;

- (2) By a provider whose care or services are not reimbursable under the **No-Fault Law**, as amended, at the time the service or care is rendered; or
- (3) Otherwise not required to be paid under the **No-Fault Law**, as amended.

When **we** pay only a portion of a claim, or **we** reject a claim, **we** will provide the person making the claim an itemized specification of each item that **we** reduced, omitted, or declined to pay. Upon receiving an itemized specification that was due to an error in the claim, the person making the claim, at their 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 a claim.

5. As authorized by the **No-Fault Law**, **we** may use sources of information selected by **us** to determine if any medical expense is:
 - a. Reasonable and **medically necessary**;
 - b. Caused by the **accident**; and
 - c. Greater than the usual and customary charge for **medical expenses**.
These sources may include:
 - a. Exams by physicians **we** select. **We** will pay for these exams;
 - b. Review of medical records and test results by **persons** and services selected by **us**;
 - c. Computerized programs for analysis of medical treatment and expenses; and
 - d. Published sources of medical expense information.
6. After **we** have been given written notice of the fact and amount of a covered loss, **PIP** benefits deemed payable under this coverage will be paid within 30 days of the written notice and in accordance with the **No Fault Law**.
7. **We** may pay for **medical expenses** to either the:
 - a. **Insured person**; or
 - b. **Person** or entity that is lawfully providing the supplies and services for such benefits.
8. **We** may pay **death benefits** to:
 - a. The executor or administrator of the deceased;
 - b. Any of the deceased's **relatives** by blood or legal adoption, or by marriage; or
 - c. Any **person** who appears to **us** to be equitably entitled to the **death benefit**.
9. Notwithstanding anything to the contrary in the policy, if the **No Fault Law**, as amended:
 - a. Requires a person, entity or facility providing medical services, supplies or care to be licensed under Florida law in order to receive reimbursement under the **No Fault Law**, as amended, such license is required under this **PIP** coverage; and
 - b. Prohibits any type of care or care provider from being included in **PIP** coverage, the coverage under this policy shall conform to that law.

10. **We** will provide a copy of **our** log of benefits paid to the **insured person** within 30 days after receiving a request for the log from the **insured person**.

11. If there is any dispute between **us** and an **insured person**, or their assignee, upon request from the **insured person** or their assignee that **we** give notice of when the **PIP** policy limits have been reached, **we** will give such notice within 15 days after the limits have been reached.

Additional Definitions for Part II Only

When shown in Part II in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. "**Death benefits**" means the \$5,000 limit of liability for the **PIP** death benefits, which is to be paid by **us** if an **insured person** dies due to **bodily injury**.
2. "**Disability benefits**" means for an **insured person** who:
 - a. Is disabled because of **bodily injury** caused by a **motor vehicle accident**; and
 - b. Cannot work or perform household services;
the following benefits:
 - a. 60% of **income loss**; and
 - b. **Replacement services**.

Disability benefits will be paid not less than every 2 weeks.

If the **named insured** made and signed an election to exclude the **income loss** portion of **disability benefits**, **we** will not pay **income loss** for the **named insured** or any dependent **relative** pursuant to the election, which is shown in the **Declarations Page**.

3. "**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.
4. "**Follow-up services and care**" means follow-up services and care upon a referral by a provider described under **initial services and care**, that is consistent with the underlying medical diagnosis rendered in accordance with **initial services and care**, which may be provided, supervised, ordered, or prescribed only by:
 - a. A physician licensed under Chapters 458 or 459, Florida Statutes;
 - b. A chiropractic physician licensed under Chapter 460, Florida Statutes;

- c. A dentist licensed under Chapter 466, Florida Statutes; or
- d. To the extent permitted by applicable Florida law, and under the supervision of a physician, osteopathic physician, chiropractic physician, or dentist, by a:
 - (1) Physician assistant licensed under Chapters 458 or 459, Florida Statutes; or
 - (2) An advanced registered nurse practitioner licensed under Chapter 464, Florida Statutes.

“**Follow-up service and care**”, as described above, may also be provided by the following persons or entities:

- a. A hospital or ambulatory surgical center licensed under Chapter 395, Florida Statutes;
- b. An entity wholly owned by one or more physicians licensed under Chapters 458 or 459, Florida Statutes, chiropractic physicians licensed under Chapter 460, Florida Statutes, or dentists licensed under Chapter 466, Florida Statutes, 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 Chapter 486, Florida Statutes, based upon a referral by a provider described in this definition (4.).
- e. A health care clinic licensed under part X of Chapter 400, Florida Statutes, which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or
 - (1) Has a medical director licensed under Chapters 458, 459, or 460, Florida Statutes;
 - (2) 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
 - (3) 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.
 - (h) Laboratory services.

5. “**Income loss**” means both:

- a. Loss of gross income (for employed persons, this will be determined the same way as "average weekly wage" under § 440.14, Florida Statutes, as amended and as in effect at the time the loss of income is incurred); and

- b. Loss of earning capacity (this is the loss of income which the injured **insured person** may reasonably show would have been earned but for the **bodily injury**);

due to the inability to work that was proximately caused by the **bodily injury** sustained by the **insured person**.

“**Income loss**” does not include any loss after an **insured person’s** death.

6. “**Initial services and care**” means lawfully provided, supervised, ordered, or prescribed by a physician licensed under Chapters 458 or 459, Florida Statutes, a dentist licensed under Chapter 466, Florida Statutes, or a chiropractic physician licensed under Chapter 460, Florida Statutes, or that are provided in a hospital or facility that owns, or is wholly owned by, a hospital. **Initial services and care** may also be provided by a person or entity licensed under Part III of Chapter 401, Florida Statutes, which provides emergency transportation and treatment.

7. “**Insured person**” means:

- a. The **named insured** or a **relative** who sustains **bodily injury** while:
 - (1) **Occupying a motor vehicle**; or
 - (2) A **pedestrian** struck by a **motor vehicle**.
- b. Any other **person** who sustains **bodily injury** while:
 - (1) **Occupying an insured car**; or
 - (2) A **pedestrian** struck by an **insured car**.

8. “**Medical Expenses**” means the properly billed reasonable charges, limited to the Medical Fee Schedule set forth in § 627.736(5)(a), Florida Statutes, as amended, and as set forth below, for **medically necessary** medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices, for:

- a. **Initial services and care** rendered within 14 days after a **motor vehicle accident**; and
- b. **Follow-up services and care**, but only if the **insured person** receives **initial services and care** within 14 days after the **motor vehicle** accident;

for which **PIP** benefits are required by the **No-Fault Law**.

However, notwithstanding the foregoing:

- a. If the **No-Fault Law** requires a person, entity or facility providing medical services, supplies or care to be licensed under Florida law in order to receive reimbursement under the **No-Fault Law**, such license is required for payment under this **PIP** coverage;
- b. “**Medical expenses**” do not include, and **we** will not pay for, massage as defined in § 480.033, Florida Statutes, or acupuncture as defined in § 457.102, Florida Statutes, regardless of the person, entity, or licensee providing massage or acupuncture; and
- c. If the **No-Fault Law** provides that any type of care or care provider is or may be excluded from **PIP** coverage, at such time as the law is in

effect, this **PIP** coverage shall no longer provide benefits for services, supplies or care from that provider.

9. **“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 accord 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.

10. **“Motor vehicle”** means any self-propelled vehicle with four or more wheels which is of a type that is both designed and required to be licensed for use on Florida highways, and a **trailer** or semi-trailer designed for use with such vehicle.

“Motor vehicle” does not include a mobile home, or any vehicle used in mass transit, other than public school transportation, and that is designed to transport more than five passengers, exclusive of the operator of the motor vehicle, and which is **owned** by a municipality, transit authority or political subdivision of the state.

11. **“Named insured”** means:
- The **person** or **persons** identified in this policy by name as the insured under the policy and as shown as the policyholder on the **Declarations Page**; and
 - If the **named insured** is a **person**, the **named insured’s** spouse if **residing** in the **named insured’s household**.
12. **“Pedestrian”** means a **person** who is not **occupying** a self-propelled vehicle.
13. **“Replacement services”** means all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the **bodily injury**, the injured **insured person** would have performed without income for the benefit of his or her household.

Exclusions

This PIP coverage does not apply:

- For **bodily injury** sustained by:
 - The **named insured**, or a **relative**, while **occupying a motor vehicle owned** by the **named insured** that is not an **insured car** under this policy.

- Any **person** while **operating an insured car** without **your** express or implied consent or using any **motor vehicle** without the reasonable belief that that **person** is entitled to do so.
- To any injured **person**, if that **person’s** conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - Causing injury to himself or herself intentionally; or
 - Being injured while committing a felony. If a **person** claiming **PIP** is charged with a felony that occurred at the time of the accident, **we** shall withhold **PIP** benefits to await the outcome of the case at the trial level. **Our** duty to pay **PIP** benefits will arise only if and when **we** are notified that one of the following actions has occurred at the trial level:
 - The prosecution makes a formal entry on the record that it will not prosecute the case against that **person**;
 - The charge is dismissed; or
 - That **person** is acquitted.
 - To any **insured person**, other than the **named insured**, if that **insured person owns a motor vehicle** for which security is required under the **No-Fault Law**.
 - To any **insured person**, other than the **named insured** or a **relative**, who is a **pedestrian** when injured and not a legal resident of the State of Florida.
 - To any **insured person**, other than the **named insured** or a **relative**, who is entitled to **PIP** benefits from the insurer of the **person**, or the **person**, who **owns a motor vehicle** which is not an **insured car** under this policy.
 - To any **person** while **occupying a motor vehicle** located for use as a residence or premises.
 - To any **person** who sustains **bodily injury** as a **pedestrian** outside the State of Florida.
 - With respect to **medical expenses** when the claim or charge is:
 - Made by or on behalf of a broker, as defined in the **No-Fault Law**.
 - For any service or treatment that was not lawful at the time rendered.
 - Related to any person who knowingly submits a false or misleading statement relating to the claim or charges.
 - Requested by or on behalf of a clinic not licensed with the Agency for Health Care Administration as required, or is otherwise operating in violation of the Florida Health Care Clinic Act.
 - Associated with a bill or statement that fails to meet the requirements of the **No-Fault Law**.
 - For any treatment or service that is up-coded, or is unbundled when the treatment or service should be bundled in accord with the **No-Fault Law**.
 - For any medical treatment or services billed by a physician that is not provided in a hospital unless the services or treatment are:
 - Actually performed by the physician or are incidental to the physician’s professional services; and
 - Are included on the physician’s bill with documentation that verifies that the physician is responsible for the medical treatment or service that was rendered and billed.

- h. For any invalid diagnostic test as determined by the Florida Department of Health, in accord with the **No-Fault Law**.
- i. For any services performed by any **person** or organization that violates Florida laws prohibiting solicitation of business from a **person** involved in a **motor vehicle** accident for the purpose of making, adjusting or settling motor vehicle tort claims or claims for personal injury protection benefits.

Limits of Liability

The limit of liability shown on the **Declarations Page** for **PIP** under the sub-limits for emergency or non-emergency **medical expenses** and **disability benefits** is the most **we** will pay for **bodily injury** to each **insured person** in an **accident**. The most **we** will pay as **death benefits** for each **insured person** is the limit for the **PIP death benefit**. **Death benefits** are in addition to the **medical expenses** and **disability benefits** provided under this policy.

Notwithstanding the clause above, payment under Part II for **medical expenses** up to \$10,000 applies only to services and care if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner has determined that the **insured person** had an **emergency medical condition**.

Reimbursement for **medical expenses** is limited to \$2,500 if a licensed physician, dentist, chiropractic physician, osteopathic physician, physician assistant or an advanced registered nurse practitioner, a person or entity providing emergency transportation and treatment, or a physical therapist has determined that the **insured person** did not have an **emergency medical condition**.

We will not pay more than the limit of liability shown on the **Declarations Page** for each **insured person** in any one **accident**, without regard to the number of:

1. **Insured cars** under this policy;
2. Premiums paid or shown on the **Declarations Page**;
3. **Persons** insured;
4. Policies or bonds applicable to the **accident**;
5. Claims made or **persons** injured;
6. Vehicles or **trailers** involved in an **accident**;
7. Heirs, survivors or wrongful death beneficiaries; or
8. Lawsuits filed.

There will be no adding, stacking or combining of coverage.

Our payment will not include the amount of any applicable **PIP** deductible, as shown on the **Declarations Page**. The deductible:

1. Will be applied for **bodily injury** to:
 - a. The **named insured**; and
 - b. Any dependent **relative**;
as selected by the **named insured**.

2. The deductible will be applied to all **PIP** benefits except **death benefits**. For **medical expenses**, the deductible is applied after the application of the **Medical Fee Schedule**, but before the 80% limitation of reimbursement. For **disability benefits**, the deductible is applied before the 60% limitation of reimbursement.
3. After the deductible is met, the **insured person** is eligible to receive up to the aggregate limit available under **PIP**, subject to all other limits, terms and conditions.
4. A separate deductible shall apply to each **accident**.

No one is entitled to receive duplicate payments from **us** for the same elements of damages that have been paid by **us** or any other source, which may include:

1. Any other coverage under this policy;
2. Any other policy **we** or another insurer issue; or
3. Workers' compensation or any similar insurance.

PIP benefits shall be credited by any amounts paid or payable for the same expense or elements of damages under any state workers' compensation law.

If **we**, or an affiliate insurer, have issued more than one policy to **you** with coverage for **PIP**, **we** will not pay more than the highest limit of liability that applies to the **insured person** under one policy. The limit of liability may not be added, combined or stacked with similar coverage under any other policy issued by **us** or an affiliate insurer.

The maximum limit of liability for **PIP** benefits shown on the **Declarations Page** is the total aggregate limit for **PIP** benefits available to or for each **insured person** injured in any one **accident**, from all sources combined, including this policy.

When determining the amount **we** will pay for **medical expenses** under Part II, the following **Medical Fee Schedule** shall apply to limit the amount to be paid by **us**, and shall supersede any conflicting terms in the policy:

Medical Fee Schedule: Benefits apply only for reasonable **medical expenses** for **medically necessary** services. Reimbursement for **medical expenses** is limited to no more than 80% of the following schedule of maximum charges, subject to § 627.736(5)(a), Florida Statutes, as amended:

1. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200% of Medicare.
2. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75% of the hospital's usual and customary charges.
3. For emergency services and care as defined by § 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, 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% 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% of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
6. For all other medical services, supplies, and care, 200% of the allowable amount under:
 - a. The participating physicians fee schedule of Medicare Part B, except as provided in 6.b. and 6.c.
 - 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.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this section (6.), **we** may limit reimbursement to 80% of the maximum reimbursable allowance under workers' compensation, as determined under § 440.13, 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 is not required to be reimbursed by **us**.

For the purposes of this **PIP** coverage, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered. The applicable fee schedule or payment limitation applies until March 1 of the following year, regardless of any subsequent changes made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

If a provider submits a charge for an amount less than the maximum amount under the **Medical Fee Schedule**, **we** will not pay more than the charge submitted.

We may change codes that **we** determine have been improperly or incorrectly upcoded or unbundled, and may make payment based on the changed codes, without affecting the right of the provider to dispute the change. **We** will contact the health care provider and discuss the reasons for the change and the health care provider's reason for the coding, or make a reasonable good faith effort to do so.

Other Insurance

This policy's **PIP** coverage is primary to:

1. Other coverage available under this policy for Uninsured Motorist Coverage.
2. A policy issued to the lessor or **owner** of a **car** that also applies to **your** operation of that **car**, but only when:
 - a. **You** rent or lease a **car** that **you** do not **own**; and
 - b. The rental or leasing contract for that **car** has a notice that meets all the requirements of Florida law by stating, in at least 10-point type, that: "The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§. 324.021(7) and 627.736, Florida Statutes."

In this case, **our** duty to provide primary **PIP** coverage will only apply if there is in fact **PIP** coverage for the claimant under this policy, and then only to the extent of the minimum amount required by the **No-Fault Law**.

If two or more insurers are obligated to pay **PIP** benefits for the same **bodily injury** to any one **insured person**, the maximum amount payable to or for that **insured person** shall be the minimum amount required by the **No-Fault Law**. Any insurer paying those benefits shall be entitled to recover from each of the other insurers:

1. An equitable pro rata share of the benefits paid; and
2. Expenses incurred in processing the claim.

Except where **PIP** coverage applies on a primary basis as set forth above, when other **PIP** coverage applies, the order of priority set forth in Florida laws, as amended, shall apply.

Conditions

Any person making a claim under Part II, including an omnibus **insured person**, shall:

1. Submit to physical and mental examinations and tests at:
 - a. A reasonably accessible site picked by **us**; and
 - b. **Our** expense;
 by physicians or other qualified health care providers **we** select as often as **we** may reasonably require. **We** will reimburse transportation costs that are incurred to get to and from an exam **we** request. This includes reasonable costs for transportation as shown by receipts and/or mileage. Transportation costs requested by **us** are paid in addition to the **medical expenses** and **disability benefits** provided under this policy.

If an **insured person** unreasonably refuses to submit to, or fails to appear at, an examination, **we** are no longer liable for subsequent personal injury protection benefits. An **insured person's** refusal to submit to, or failure to appear at, two examinations raises a rebuttable presumption that the **insured person's** refusal or failure was unreasonable.

2. At a site picked by **us**, submit to statements or examinations under oath and subscribe to the same as **we** may reasonably require. **We** may require that such statements or examinations be recorded and videotaped, as well as conducted individually or outside the presence of witnesses or other **persons** seeking coverage or benefits under this Part. A personal representative of the **person** claiming coverage may be present so long as that representative is not one who is seeking coverage or benefits. If a claimant assigns benefits to any entity, these duties apply equally to that entity, and **we** may choose any representative of that entity to appear.

Compliance with these provisions is a condition precedent to receiving benefits.

PART III – UNINSURED MOTORISTS (“UM”)

THE FOLLOWING APPLIES ONLY IF **WE** ARE REQUIRED TO PAY **UNINSURED MOTORISTS BODILY INJURY (“UM”)** BENEFITS:

Insuring Agreement - UM Bodily Injury Coverage

We will pay compensatory damages, up to the minimum limits required, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** due to **bodily injury**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**; that arises out of the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**.

Additional Terms for Part III

The following Additional Terms apply to this Part III:

1. The liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** for **bodily injury** must arise out of the ownership or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.
2. If an offer of settlement has been made to an **insured person** by the insurer of the **underinsured motor vehicle**, **we** will pay under this Part only if **we** have been given:
 - a. Not less than 30 days written notice, by certified or registered mail, of that offer to pay; and
 - b. An opportunity to advance payment to the **insured person** in an amount equal to the offer settlement within 30 days after receipt of notice.
3. **We** are not bound by any judgment that arises out of a lawsuit with respect to:

- a. The liability of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
 - b. The amount of **bodily injury** damages that result from an **accident**; if that lawsuit occurs without prior notice to **us**.
4. **We** are not bound by any settlement agreement entered into with the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** that occurs without prior notice to **us** and if that settlement prejudices **our** rights.
 5. **Our** legal liability to an **insured person** does not include, and **we** will not pay, damages for pain, suffering, mental anguish, or inconvenience unless the **bodily injury** sustained by the **insured person** is a “serious injury” as defined in the **No-Fault Law**, and consisting 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.

Additional Definitions for Part III Only

When shown in Part III in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. “**Insured person**” means:
 - a. **You**;
 - b. A **relative**;
 - c. Any other **person** who is **occupying your insured car** with the express permission of **you** or its **owner**; and
 - d. Any person, for damages that person is legally entitled to recover because of **bodily injury** sustained by a person listed in a., b., or c. above.
However, this shall not increase **our** limit of liability in any **accident** to an amount greater than the limit that applies to the person for whom uninsured motorists coverage is provided under a., b., or c. above.
2. “**Motor vehicle**” means a self-propelled land motor vehicle designed for use on public roads and highways, and required to be registered under the motor vehicle registration laws. **Motor vehicle** includes a **trailer** designed for use with such vehicle.
3. “**Underinsured motor vehicle**” means a **motor vehicle** for which one or more **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident** but all amounts paid under those sources of recovery for **bodily injury** liability are less than the total damages sustained by the **insured person** who is legally entitled to recover those damages due to the **accident**.

“**Underinsured motor vehicle**” does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative**;
 - b. Operated on rails or crawler treads;
 - c. Designed for **use** mainly off public roads, while not on public roads; or
 - d. Located for use as a residence or premises; or
 - e. Insured under Part I of this policy.
4. “**Uninsured motor vehicle**” means a **motor vehicle** for which:
- a. No **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident**.
 - b. There is liability insurance, but the **motor vehicle** is an **underinsured motor vehicle**.
 - c. There is liability insurance, but the liability insurer has legally denied coverage under its policy, including when liability coverage is excluded to a non-family member under this policy and that **person’s** operation of an **insured car** results in **bodily injury** to the **named insured** or a **relative**.
 - d. There is liability insurance, but the insurer writing the policy is or becomes insolvent within four years of the date of the **accident**, in which case this coverage will be excess over obligations assumed by the Florida Insurance Guaranty Association to pay claims.
 - e. The **owner** or operator cannot be identified, and that **motor vehicle** hits or otherwise causes **bodily injury** to that **insured person**.

“**Uninsured motor vehicle**” does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative**, unless it is an **insured car** to which the Liability To Others Coverage of this policy applies but is excluded for any **person**, who is not **you** or a **relative**, for damages sustained in the **accident** by **you** or a **relative**;
- b. Operated on rails or crawler treads;
- c. Designed for **use** mainly off public roads, while not on public roads;
- d. Located for use as a residence or premises; or
- e. Insured under Part I of this policy, unless it is an **insured car** to which the Liability To Others Coverage of this policy applies but is excluded for any **person**, who is not **you** or a **relative**, for damages sustained in the **accident** by **you** or a **relative**.

Exclusions

1. **We** do not provide coverage under this Part III for any **insured person**:
 - a. If that **person**, or that **person’s** legal representative, settles the claim without **our** consent, and **our** right to recover payment from any liable party has been prejudiced by such act. However, this exclusion (1.a.) does not apply to a settlement made with an insurer of an **underinsured motor vehicle**.

- b. While **occupying your insured car** while it is being used for livery or **delivery** services. This exclusion does not apply to a share the expense car pool.
 - c. While using or **occupying** any **motor vehicle owned** by, or furnished or available for the regular **use** of, **you** or a **relative**, if that vehicle is not an **insured car** under this policy. This does not apply if **you** have elected and paid the extra premium for Stacked UM.
 - d. Using or **occupying** a vehicle without the permission of the **owner**. This does not apply to the use of the **insured car** by **you** or a **relative**.
 - e. For **punitive damages**.
2. This coverage shall not apply directly or indirectly to benefit any:
- a. Insurer or self-insurer under any of the following or similar laws:
 - (1) Workers compensation law; or
 - (2) Disability benefits law; or
 - b. Government entity, unit or agency.

Limits of Liability

If **you** have paid the premium for Non-Stacked UM, then without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page**. There will be no stacking or combining of coverage afforded to more than one **car** under this policy when **you** buy Non-Stacked UM.

The amount shown on the **Declarations Page** for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one **person** in any one **accident**, and only the limit for “each person” will apply to the total of claims made for **bodily injury** and any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. **Loss** of society;
 - b. **Loss** of companionship;
 - c. **Loss** of service or support;
 - d. **Loss** of consortium; and
 - e. Wrongful death.
2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

Subject to the “each person” limit the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more **persons** in any one **accident**.

However, if **you** have paid the extra premium for Stacked UM, then without regard to any terms to the contrary in this Part or policy, the most **we** will pay for all damages arising out of **bodily injury** sustained by **you** or a **relative** in any one **accident** is the limit of liability that applies as shown in the **Declarations Page** for this Part III coverage and described above, multiplied by the number of **insured cars** shown on this policy with Stacked UM coverage.

No one will be entitled to duplicate payments for the same elements of damages under this policy or from any other source.

Any amount to be paid under this coverage, to or for an **insured person**, will reduce any amount that the **person** is entitled to recover under Part I - Liability To Others.

The total damages an **insured person** is entitled to recover for **bodily injury** from the **owner** or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** shall be reduced by:

1. Any amount paid or to be paid because of **bodily injury** by or on behalf of any **persons** or organizations that may be legally responsible, including, but not limited to all sums paid under Part I of this policy;
2. The amounts of the full limits of liability for all liability bonds or policies available to the **owner** and operator of the **underinsured motor vehicle**, even if that **insured person** enters into a settlement agreement for an amount less than the sum of the full limits of liability under all applicable **bodily injury** liability bonds and policies;
3. Any amount paid or to be paid because of **bodily injury** as personal injury protection benefits or any automobile medical expense coverage, including, but not limited to, all sums paid under Part II - **PIP**; and
4. Any amount paid or to be paid because of **bodily injury** under any workers' compensation law, disability benefits law, or similar laws.

The most **we** will pay, subject to all other limits of liability, for **bodily injury** damages to an **insured person** caused by the **owner** or operator of an **underinsured motor vehicle** will be no more than the amount by which the **bodily injury** damages are more than the sum of the amounts of the full limits of liability for all liability bonds or policies available to the **owner** and operator of the **underinsured motor vehicle**, even if that **insured person** enters into a settlement agreement for an amount less than those full limits.

Other Insurance

When an **insured person** occupies any vehicle, other than **your insured car**, this insurance shall be excess over any other similar insurance, bonds or self-

insurance available to the **insured person**. The insurance, bonds or self-insurance which applies to the occupied **motor vehicle** is primary.

If there is other applicable similar insurance, bonds or self-insurance with the same priority of payment available under more than one policy or provision for coverage on an **accident** covered by this Part, **we** will pay only **our** share of the damages. **Our** share is determined as the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

If **you** have paid the premium for Non-Stacked UM, then:

1. Any coverage provided as to two or more **motor vehicles** shall not be added together to determine the limit of insurance coverage available to an **insured person** for any one **accident**, except as described here in clause 2.b., below.
2. If at the time of the **accident** the **insured person** is:
 - a. **Occupying a motor vehicle**, the Uninsured Motorist Coverage, or similar insurance, available to that **insured person** shall be the coverage available as to that **motor vehicle**.
 - b. **Occupying a motor vehicle** which is not **owned** by her or him or by a **relative**, the **insured person** is entitled to select the highest limits of Uninsured Motorist Coverage, or similar insurance, afforded for any one vehicle as to which she or he is a **named insured** or insured resident of the **named insured's** household. But, such coverage shall be excess over the coverage on the vehicle the **insured person** was **occupying** at the time of the **accident**.
 - c. Not **occupying a motor vehicle**, she or he is entitled to select the highest limits of Uninsured Motorist Coverage, or similar insurance, for any one vehicle afforded by a policy under which she or he is insured as a **named insured** or as an insured resident of the **named insured's** household.

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement

If **you** paid the premium for coverage under Part IV, **we** will pay for a **loss** described below to an **insured car** for which coverage has been purchased. **We** will pay for **loss** to an **insured car** caused by:

1. A comprehensive **loss**, other than collision, only if the **Declarations Page** shows that Other Than Collision coverage applies for that **insured car**.
2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

Loss caused by:

1. Missiles;
2. Falling objects;
3. Fire;

4. Theft;
5. Malicious mischief or vandalism;
6. Riot or civil commotion;
7. Explosion;
8. Earthquake;
9. Windstorm, hail, water or flood; or
10. Accidental glass breakage;

are comprehensive losses to be paid under Other Than Collision coverage. **Loss** due to the hitting or being hit by an animal or bird will also be paid under Other Than Collision coverage, but only if there is proof that the **car** damage directly resulted from contact with that animal or bird. A comprehensive **loss** shall not include any **loss** covered as a collision.

Loss caused by an **insured car**:

1. Overturning; or
 2. Colliding with or being hit by another object;
- are collision losses to be paid under Collision Coverage. A collision **loss** shall not include any **loss** covered as a comprehensive **loss**.

Towing and Labor Coverage

If **you** paid the premium for Towing and Labor Coverage and it is shown on the **Declarations Page**, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time an **insured car** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time an **insured car** is disabled, subject to the limits shown on the **Declarations Page** for that **insured car**. Covered labor must be performed at the time and place of disablement and does not include routine maintenance of the **insured car**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations Page** for this coverage for that **insured car**. **You** must provide **us** with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

Loss of Use Coverage

If **you** paid the premium for Loss of Use Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this coverage sustains a covered **loss** due to a collision or comprehensive **loss**, **we** will reimburse **you** for necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than the limit shown on the **Declarations Page**.

Loss of Use Coverage is limited to the reasonable period of time **we** determine is required to repair or replace the **insured car**.

Loss of Use Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for a total loss.

No deductible applies to Loss of Use Coverage. The limits set forth above are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

Additional Definitions for Part IV Only

When shown in Part IV in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. “**Special/additional equipment**” means any of the following, except when installed by the original manufacturer of an **insured car** or by the manufacturer’s dealer as a manufacturer’s new car option or equipment on an **insured car**:
 - a. Parts, accessories, ground effects and any other equipment or enhancement;
 - b. Any modified suspension equipment, modified engines, modified carburetor systems, modified equipment, or custom wheels, including, but not limited to:
 - (1) Aluminum, magnesium, chrome or alloy wheels;
 - (2). Special wide-tread tires or slicks;
 - c. Custom paint, murals, decals or graphics; special carpeting or furnishings; sunroofs, moon roofs, t-bar or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping;
 - d. Electronic video, audio, digital or data transmitting, receiving, recording and playback device, including but not limited to:
 - (1) Communication and audio devices, including citizen band radios, two way mobile radios, televisions, VCR, mobile cellular and other telephones, blue tooth devices, scanning monitor receivers, audio devices that record and/or play sound, including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet audio streaming devices; audio interface devices; radio scanners; and similar devices for reproducing sound;
 - (2) GPS and other navigation systems;
 - (3) Personal computers and internet access systems;
 - (4) Video devices, including DVD devices, VCR’s; monitors; cameras and televisions; and
 - (5) Any accessories, cables, connectors or antennas used with any of these types of equipment.
2. The definition of “**insured car**” in the Definitions section of this policy is expanded to also include a **non-owned car** while being used with the express permission of the **owner**. However, coverage under this Part does not apply to a **non-owned car** which is rented for any **business** or **delivery** purpose.

Exclusions

Coverage does not apply to **loss**:

1. To an **insured car** while used for livery or **delivery** services. This exclusion does not apply to shared expense car pools.
2. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. Nuclear reaction, radiation, or radioactive contamination; or
 - g. Any consequence of any of the items listed above.
3. To any **special/additional equipment**. However, if **you** have paid the premium for Special/Additional Equipment Coverage and it is shown on the **Declarations Page**, this exclusion shall not apply to the **special/additional equipment** listed on the schedule of **special/additional equipment** in **our** records. If **you** change the **special/additional equipment** on an **insured car**, **you** must notify **us** to change **your** listed equipment before any added **special/additional equipment** will be covered.
4. To any camper body or **trailer**.
5. That occurs to any vehicle while it is located for use as a residence or premises.
6. That results from off-road recreational use of a vehicle.
7. Resulting from:
 - a. Prior **loss** or damage;
 - b. Manufacturer's defects; or
 - c. Any of the following:
 - (1) Wear and tear;
 - (2) Freezing;
 - (3) Mechanical or electrical breakdown or failure;
 - (4) Road damage to tires; or
 - (5) Mold, mildew, fungi or any by-product of these;unless the damage is the result of other **loss** covered by this policy.
8. To paint or discoloration of paint resulting from:
 - a. Acid rain;
 - b. Smoke;
 - c. Smog;
 - d. Chemicals;
 - e. Salt;
 - f. Tree sap; or
 - g. Animal or bird droppings;unless the **loss** is the direct result of other **loss** covered by this policy.
9. To any personal property, including but not limited to wearing apparel, personal effects, tools, winches, utility boxes, tool boxes or nonstandard equipment and racks which is permanently or temporarily attached to an **insured car** at the time of the **loss**.
10. That occurs while **you**, or anyone driving with **your** permission, is using an **insured car**:
 - a. In an illegal trade or transportation;
 - b. While committing a felony (other than a violation of a traffic law or similar law governing the ownership or operation of a vehicle); or
 - c. While fleeing any law enforcement personnel.This shall not apply if **your** involvement, or that of a **relative's**, in the felony is unwilling and by force.
11. Arising out of or due to the use of an **insured car** for transportation of any explosive substance, flammable liquid or similarly hazardous material, except transportation, incidental to ordinary residential or farm activities. This shall not apply to the fluids necessary for the operation of the vehicle.
12. That occurs while an **insured car** is **racing**. This shall not apply to operation of an **insured car** by a person other than **you** or a **relative** unless the **racing** is with the knowledge or permission, express or implied, of **you** or a **relative**.
13. That occurs while an **insured car** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy. This exclusion only applies if **you** do not have possession of the **insured car**.
14. Due to theft or conversion by **you**, or a **relative**. However, this does not apply to the interest of a **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** if that **person** did not consent to, direct, contribute to, or participate in the theft or conversion.
15. To an **insured car** caused intentionally by or at the direction of any **person** listed on the **Declarations Page**. Except as set forth below as to **loss** that results from domestic violence, when a **loss** is otherwise caused intentionally, or is reasonably expected, by a **person** listed on the **Declarations Page**, this exclusion:
 - a. Shall apply to all **persons** having any interest in the property;
 - b. Is not limited to only the interest of the **person** causing the **loss**; and
 - c. Means that there is no physical damage coverage for any part of the **loss**.However, this exclusion will not apply to the interest of **named insured** or a **relative** if the **loss** arises from an act of domestic violence and:
 - a. The state law protects that interest;
 - b. That **person** has not:
 - (1) Participated in;
 - (2) Contributed to;
 - (3) Directed; or
 - (4) Consented to;the intentional act causing the **loss**;
 - c. A complaint has been filed with law enforcement and signed by the innocent **person** to make an arrest for violation of a family violence or similar law; and
 - d. That **person** cooperates in any investigation relating to the **loss**.

16. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page** and who knowingly operates the **insured car** with an invalid **driver's license**.
17. That occurs while an **insured car** is being driven, operated, or used by an **undisclosed regular operator**.
18. That occurs while an **insured car** is:
 - a. Rented or leased to any **person** or organization, other than a **person** listed on the **Declarations Page** of this policy, in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
 - b. Loaned to any **person** or organization, other than a **person** listed on the **Declarations Page** of this policy, in return for compensation, payment or benefit of any kind, but not including:
 - (1) Shared-expense car pools; or
 - (2) Permissive use in exchange for gas or lawful services.
19. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
20. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
21. Resulting from the ownership, maintenance, or use of an **insured car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery and **delivery** services. This exclusion does not apply if **business** use of an **insured car** has been declared to **us** and an additional premium has been paid.
22. To an **insured car** while under the care or control of an **auto business**.
23. To an **insured car** due to diminution of value or any loss or reduction in market or resale value.
24. To an **insured car** resulting from the operation by a specifically named excluded driver.
25. Resulting in loss of use to a rental vehicle.

Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
 - a. The **Actual Cash Value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;
 - b. The amount necessary to repair the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;
 - c. The amount necessary to replace the property with property of like kind and quality, reduced by the deductible shown on the **Declarations Page**; or
 - d. Any Stated Amount Limit of Liability shown on the **Declarations Page**, including but not limited to any value listed for **special/additional equipment**.
2. If **you** buy Other Than Collision coverage and it applies to a comprehensive **loss** to a windshield, no deductible will apply.

3. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
4. If **loss** is sustained by more than one **insured car** in the same collision, only the highest applicable deductible will apply.
5. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and betterment as applicable. **We** do not pay for the amount of any betterment. **You** are responsible to pay for any betterment.
6. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment.
7. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.
8. In the event that coverage under this Part applies to a **non-owned car**, **our** liability is limited to the highest **Actual Cash Value** of any **insured car** described on the **Declarations Page** for which coverage under this Part has been purchased.
9. Each covered **loss** of **special/additional equipment** shall be subject to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.

No Benefit to Bailee

These coverages shall not directly or indirectly benefit any **person** or entity other than **you** for **loss** to an **insured car**.

Appraisal

If **you** and **we** do not agree on the amount of **loss**, either may request an appraisal of the **loss** or demand mediation of the dispute in accordance with the Claims Mediation provision contained in Part VI - General Provisions of the policy. If requested, the mediation must be completed before a request for an appraisal can be made.

In the event of a request for an appraisal, each party will select a competent and impartial appraiser. The appraisers will state separately the actual cash value and the amount of the **loss**. If they fail to agree, the two appraisers will select an umpire and will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of **our** rights under this policy by agreeing to an appraisal of the amount of **loss**. Coverage issues or disputes under this policy may not be determined by the appraisers.

Payment of loss

At **our** option, **we** will pay the **loss** in money, or repair or replace the damaged or stolen property. With **your** consent, payment for repairs may be made directly to a repair shop if damage is repaired. Under no circumstances will a payment be made under this policy until evidence of satisfactory repairs is presented to **us**. At that time, **we** will have the right, at **our** option, to inspect the repairs prior to making any payment for the loss.

We may, at any time before the **loss** is paid or the property is replaced by **us**, return, at **our** expense, any stolen property either to **you** or to the address shown in **our** records with payment for the resulting damage. **We** may keep all or part of the property at the agreed or appraised value, but there shall be no abandonment to **us**. **We** have no duty to preserve salvage.

We may make payment for a **loss** to **you** or the **owner** of the **car**. No payment is due under Part IV until **you** have fully complied with all of the conditions and duties stated in this policy.

Timeliness of Repairs

If there is a **loss**, **you** must begin repairs to an **insured car** within ninety (90) days from the date the **loss** is reported to **us** unless such delay is due to a widespread catastrophic **loss**. **We** will not be responsible for any **loss** or portion thereof which is caused by **your** delay in commencing such repairs.

Loss Payee & Lienholder's Rights

If a loss payee or lienholder is shown on the **Declarations Page** with respect to an **insured car**, any amount paid for under this Part IV for **loss** to that **car** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

We will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of the **Insured's** duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of a **car** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or Loss Payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

We reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate this agreement as to the Loss Payee's interest.

Other Insurance

If there is other applicable insurance or source of recovery for **loss** to an **insured car**, **we** will pay the proportionate share **our** limit of liability bears to the total of all available sources of recovery.

Other sources of recovery include, but are not limited to any:

1. Coverage provided by the **car owner**;
2. Other physical damage insurance available; and
3. Other source of recovery that applies to the **loss**.

PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

If Accidental Death and Dismemberment Coverage is shown on the **Declarations Page**, **we** will pay the benefits described under the Limits of Liability in this Part V with respect to **bodily injury** sustained by the **named insured** as the result of a Covered Event specified in this Part V.

Limits of Liability

If a **named insured** sustains death, dismemberment or loss of life, as described below, independent of other causes, that is the result of a Covered Event in an **accident**, **we** will pay the stated benefit to the **named insured**, subject to the aggregate limit of liability shown on the **Declarations Page**.

DEATH, DISMEMBERMENT OR LOSS OF SIGHT: If within 90 days from the date of an **accident** arising out of a Covered Event, **bodily injury** sustained by the **named insured** in that **accident** causes death, dismemberment or loss of sight, **we** will pay, as follows, but no more than the Limit of Liability shown on the **Declarations Page** for all **bodily injury**:

1. For accidental loss of life, **we** will pay the limit shown on the **Declarations Page**.
2. For loss of both hands or both feet, **we** will pay the limit shown on the **Declarations Page**.
3. For loss of one hand and one foot, **we** will pay the limit shown on the **Declarations Page**.
4. For loss of sight in both eyes, **we** will pay the limit shown on the **Declarations Page**.
5. For loss of either hand or foot, **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of sight in one eye, **we** will pay one-half of the limit shown on the **Declarations Page**.
7. For loss of a thumb and index finger of the same hand, **we** will pay one-half of the limit shown on the **Declarations Page**.

The word "loss", as used in this Part V, means:

1. With regard to hand or foot, complete severance through or above the wrist or ankle joint.
2. With regard to sight of eyes, entire and irrecoverable loss of sight.
3. With regard to thumb and index finger, complete severance through or above metacarpophalangeal joint.

The limit of liability shown for this coverage on the **Declarations Page** is the aggregate limit for all claims under this Part V, and is the most **we** will pay under this coverage with respect to a **named insured**, without regard to the number of:

1. **Bodily injuries** sustained by the **named insured**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made; or
6. Vehicles involved.

There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

COVERED EVENTS:

1. While the **named insured** is riding solely as a passenger in or on, boarding or alighting from any public conveyance, including air, licensed to carry passengers for hire; or
2. When the **named insured** sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of such means of transportation described above in which the **person** insured has been riding solely as a passenger; or
3. While the **named insured** is driving or riding in or on; boarding or alighting from, a four-wheel private passenger automobile.

Seat Belt Coverage

The Principal Sum benefits for Accidental Death under this policy will be increased by an additional 20% of the benefit amount if death results while the **named insured** is a passenger or driver of a four-wheel private passenger automobile and the **named insured's** seat belt is properly fastened about their body.

Exclusions

This coverage does not cover any **loss**, death or **bodily injury** incurred for, or resulting from, any of the following:

1. Suicide or attempted suicide.
2. Intentional self-infliction of injury or attempted self-infliction of injury.
3. Self-destruction or attempted self-destruction.
4. Infections except infections that develop from and are caused wholly by a covered **bodily injury**.
5. War or any warlike action.

6. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
7. Sickness or disease of any kind.
8. **Bodily injury** or loss occurring while the **named insured** is intoxicated or under the influence of any narcotic, unless consumed or ingested pursuant to directions from a licensed physician, in the course of treatment, without any warning from the physician or a licensed pharmacist against operating any motorized vehicle while under the influence of the narcotic.
9. While the **named insured** is **racing**.
10. While operating a motor vehicle use of a motor vehicle as a livery service or for **delivery**.
11. As a result of a hernia of any kind.
12. As a consequence of diabetes.

Additional Terms for Part V

1. NOTICE OF CLAIM: Written notice of claim must be given to **us** within 20 days after any **bodily injury** covered by this Part V, or as soon thereafter as is reasonably possible.
2. PROOF OF LOSS: Written proof of **loss** must be furnished to **us** within 90 days after the date of a covered event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.
3. PAYMENT OF CLAIMS: Payment for loss of life will be payable in accord with any beneficiary designation made to **us**, or if none, then to the estate of the **named insured**. Payment of **our** limit of liability to the legal representative of the estate shall be deemed discharge of **our** duties under this Part V.
4. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right for physical examination or autopsy of the **named insured** who is making a claim under this Part V by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

PART VI - GENERAL PROVISIONS

Policy Period & Territory

This policy applies only to **accidents** and **losses** that occur:

1. During the policy period as shown in the **Declarations Page** unless the policy is cancelled, in which case all coverage ends on the effective date of the cancellation; and
2. Within the policy territory. The policy territory is the United States of America, its territories or possessions, or Canada. This policy also applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory.

Two or More Cars Insured

As to any **accident**, occurrence or **loss** to which this and any other **car** policy issued to **you** by **us**, or an affiliated insurer, applies to provide the same or similar type of coverage, the total limit of **our** liability under all the policies shall not exceed the highest applicable Limit of Liability under any one policy for any one vehicle insured. This does not apply as to Part III – Uninsured Motorist Coverage if **you** have paid the extra premium for Stacked UM.

Claims Handling

We shall use any or all of the following to determine the value of any damages, loss or claim that may be covered by this policy:

1. Exams by physicians **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Estimating, appraisal, or injury evaluation and/or data systems for the analysis of medical treatment and expenses.
4. Estimates by vehicle repair shops.
5. Computer programs, databases and published sources for vehicle values and cost of repair.
6. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.

Claims Mediation

Before the start of a legal action as to a claim under this policy for:

1. **Bodily injury** in an amount of \$10,000 or less; or
 2. **Property damage** or **loss** to property in any amount;
- either **we** or the claimant may demand mediation of the claim.

The demand for mediation shall:

1. Be filed with the Florida Department of Financial Services, on a form approved by that Department; and
2. State the reason for the mediation demand and the issues in dispute which are to be mediated.

The filing of a demand for mediation tolls the time requirements that apply for filing a lawsuit for a period of 60 days following the conclusion of the mediation process or the time prescribed under Florida laws for Limitations of Actions other than for the recovery of real property, whichever is later.

The Florida Department of Financial Services shall randomly select qualified mediators approved by the Department. Each party may once reject the mediator selected, either originally or after the opposing side has exercised its option to reject a mediator.

Mediation shall be held no later than 45 days following the demand for it. The date, time, and place of the mediation conference shall be set by the mediator. If so agreed, mediation may be done by telephone. Only one mediation session may be requested for each claim unless the parties agree to further mediation.

Any **person** or party participating in mediation must have the authority to make a binding decision. All parties must mediate in good faith.

The mediation shall be conducted as an informal process in which formal rules of evidence and procedure need not be observed. Disclosures and statements made during mediation shall not be deemed admissions in any subsequent action or proceeding relating to the claim or cause of action giving rise to the claim.

The costs of mediation shall be borne equally by both parties, unless the mediator determines that one party has not mediated in good faith.

A **person** or party demanding mediation may not demand or request mediation after a suit is filed relating to the same facts already mediated.

Suits Against Us

No legal action may be brought against **us** until there has been full compliance with all terms of this policy.

No one other than an **insured person** under Part I – Liability To Others of this policy shall have any interest in this policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:

1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or
2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person** under Part I.

No legal action may be brought against **us** to recover any sum under Part II - **PIP** until, and as required by the **No-Fault Law**:

1. The PIP payment being claimed against **us** is overdue, including any additional time allowed by the **No-Fault Law** for **us** to pay;
2. The PIP claimant sends **us** written notice of an intent to initiate legal action against **us**. This notice shall be delivered to **us** by United States certified or registered mail with return receipt requested. The notice shall state that

it is a "demand letter under Fla. Statute § 627.736(10)", and shall state with specificity:

- a. The name of the insured upon which such benefits are being sought, including a copy of the assignment giving rights to the claimant if the claimant is not the insured;
 - b. The claim number or policy number upon which such claim was originally submitted to **us**;
 - c. To the extent applicable:
 - (1) The name of any medical provider who rendered to an insured the treatment, services, accommodations, or supplies that form the basis of such claim; and
 - (2) An itemized statement specifying each exact amount, the date of treatment, service, or accommodation, and the type of benefit claimed to be due; and
 - d. Any other item(s) so required by the **No-Fault Law**.
3. Within 30 days after **our** receipt of the demand letter, **we** have not:
- a. Paid the overdue claim stated in the demand letter; or
 - b. Agreed to pay in the future for treatment that has not yet been rendered.

In any civil action by a claimant to recover **PIP** benefits from **us**, all claims related to the same health care provider for the same injured person shall be brought in one action, unless good cause is shown why such claims should be brought separately.

We have no duty to preserve or otherwise retain any salvage for any purpose, including as evidence for any type of court proceeding.

No one may sue **us** to determine the amount payable under Part V - Accidental Death and Dismemberment Coverage until at least 60 days after written proof of loss has been furnished to **us**. No such legal action may be brought after the expiration of five years after the time written proof of loss is required to be furnished to **us**.

Our Recovery Rights (Subrogation & Reimbursement)

In the event of any payment under this policy:

1. **We** will be subrogated to all rights of recovery of the **person** or entity to or for whom payment was made against another **person** or organization; and
2. Any **person** to or for whom a payment is made who recovers damages from a liable **person** or entity, or their insurer, shall hold the proceeds of that recovery in trust for **us**.

These rights shall be only to the extent of payments made under this policy. The **person** or organization to or for whom payment was made under this policy will be required to reimburse **us** out of any monies received from any party or organization liable for damages, or his or her insurance company.

Anyone to whom payment was made under this policy must cooperate with **us**, do whatever is necessary to protect **our** subrogation rights, and do nothing after the **loss** to harm **our** rights. This may include the filing of a lawsuit:

1. Against all parties who may be liable for injuries or damages arising out of the **accident**; and
 2. Within the time frame as required by the statute of limitations that applies.
- If **we** seek recovery from a liable party:
1. **You** authorize **us** to seek recovery of any applicable deductible. But, **we** have no duty to do so, and **we** will notify **you** if **we** do not intend to proceed to collect the deductible; and
 2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred in connection with the recovery.

If anyone insured under this policy makes recovery from a responsible party without **our** written consent and **our** rights are prejudiced, that insured's rights under any affected coverage will no longer exist.

If payment is made on behalf of anyone insured under this policy to comply with state mandated coverage, and the policy or any subsequent change in coverage was obtained from **us** as a result of **your** material misrepresentation of the risk to be insured by **us**, which otherwise, had it been known to **us** at the time coverage was agreed to by **us**, **we** would have declined coverage or extension of coverage to **you**, **you** agree to reimburse **us** to the full extent of any **loss** and adjustment expense paid on **your** behalf as a result of **your** material misrepresentation to **us**.

Notwithstanding the rights set forth above in this clause, **we** have no right of recovery for payments made by **us** under Part II - **PIP** that **we** are not entitled to recover under the **No-Fault Law**. Except, **we** shall have a right of reimbursement, to the extent of **our** payment, against the **owner** of a commercial **motor vehicle** and the insurer of the **owner** of a commercial **motor vehicle** as defined under the **No-Fault Law**, for benefits paid as a result of an **insured person occupying** the commercial **motor vehicle** or having been struck by the commercial **motor vehicle** while not **occupying** any self-propelled vehicle.

If **we** have a reasonable belief that a fraudulent insurance act has been committed under Part II – **PIP**, **we** shall give written notice to the **insured person** within 30 days after submission of the **PIP** claim that such claim is being investigated for suspected fraud. **We** shall, no later than 90 days from the submission of the claim, either:

1. Deny the **PIP** claim; or
2. Pay the **PIP** claim;

in accordance with the **No-Fault Law**.

Transfer of Your Interest In This Policy

Your rights and duties under this policy may not be transferred or assigned to another person without **our** written consent. However, if a **named insured** shown on the **Declarations Page** dies, this policy will provide coverage until cancellation or the end of the policy period shown on the **Declarations Page** for:

1. The surviving spouse, if a **resident** of the same household at the time of death; and
2. The legal representative of the deceased **named insured**, while acting in that capacity. This only applies to the legal representative's responsibility to maintain or use the **insured car**.

If the **named insured** dies, the mailing of any notice required under this policy will be sufficient if mailed to the decedent's last known address in **our** records.

If the **insured car** is sold, coverage will terminate as to that **insured car** when the buyer takes possession of the **car**. Coverage will not transfer or apply to the new **owner** upon sale or transfer to any person other than a **relative**.

Policy Changes

This policy, which includes the **Declarations Page**, endorsements issued by **us**, the **Application**, and any coverage election and rejection forms, contains all agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**.

If a change requires a premium adjustment, **we** will adjust **your** premium as of the effective date of the change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** revise this version of this policy form, **our** policy will automatically provide the additional coverage as to the date the revision is effective.

We rely upon the statements made by **you** in the **Application** for insurance to determine the amount of the premium for this policy. **You** agree to cooperate with **us** in determining if this information is correct and complete and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium

during the policy period or take other appropriate action. To properly insure **your car**, **you** must promptly notify **us** when:

1. **You** change **your** address;
2. Any **resident** operators with a valid driver's license are added or deleted. **We** will allow up to 30 days to add a **resident** operator;
3. **You** acquire an additional or replacement **car**;
4. Any change in the operators in the household;
5. **You** or a **relative** get married or divorced; or
6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused.

If the **named insured** has been charged an incorrect premium for the coverage(s) in the first **Application**, **we** will give notice to the **named insured** that more premium is due. When the **named insured** gets that notice, the **named insured** may:

1. Pay the extra amount of premium due and maintain the policy in full force under its original terms. This must be done within 10 days from receipt of the notice from **us** to pay the extra amount of premium due;
2. Cancel this policy and request a refund of any unearned premiums. This must be done by giving **us** notice of such within 10 days from receipt of the notice from **us** to pay the extra amount of premium due; or
3. To do nothing, in which case **we** will then cancel the policy effective no less than 14 days after the date of the notice from **us** to pay the extra amount of premium due.

Our Right to Re-compute Premium

We established the premium for this policy based on the statements **you** made in **your** application for insurance. **We** have the right to re-compute the premium payable for this policy if **we** later obtain information which affects the premium **we** charged.

Non-Cancellable Policy

The terms set out here apply when this policy is issued to reinstate the **named insured's** driving privileges in Florida after those privileges have been revoked or suspended.

The minimum coverages required by Florida law may not be cancelled for any reason by either the **named insured** or **us**. A premium shall be collected and coverage shall be in effect for the 60-day period during which **we** complete the underwriting of the policy whether or not the person's driver license, motor vehicle tag, and motor vehicle registration are in effect. However, as allowed by Florida law, **we** may cancel:

1. During **our** underwriting period, which is the first 60 days this policy is in effect immediately following the effective date of the first policy period; or
2. At any time if the driver's license of:
 - a. The **named insured**; or

- b. An **operator** who **resides** in the same **household** as the **named insured** or who customarily operates the **insured car**; is suspended or revoked during the policy period.

Cancellation and Non-Renewal

The **named insured** may cancel this policy by returning it to **us** or by advising **us** when at a future date the cancellation is to be effective. However, the **named insured** may not cancel a policy that has **PIP** and/or property damage liability during the first 2 months after the effective date of the initial policy period, except as follows:

1. The **insured car(s)** is totally destroyed;
2. **Ownership** of the **insured car(s)** is transferred;
3. Another policy covers the **insured car(s)**;
4. The **named insured** has been charged an incorrect premium for the coverage(s) set forth in the original **Application** and **we** have given notice of the extra premium due; or
5. The **named insured** is a military service member called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required.

If the **named insured** has been charged an incorrect premium for the coverage(s) in the first **Application**, **we** will give notice to the **named insured** that more premium is due. When the **named insured** gets that notice, the **named insured** may:

1. Pay the extra amount of premium due and maintain the policy in full force under its original terms. This must be done within 10 days from receipt of the notice from **us** to pay the extra amount of premium due;
2. Cancel this policy and request a refund of any unearned premiums. This must be done by giving **us** notice of such within 10 days from receipt of the notice from **us** to pay the extra amount of premium due; or
3. To do nothing, in which case **we** will then cancel the policy effective no less than 14 days after the date of the notice from **us** to pay the extra amount of premium due.

We may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice of cancellation will be mailed at least:

1. 10 days before the effective date of cancellation if due to **failure to pay premium**; or
2. 45 days before the effective date of cancellation if this policy is to be cancelled for any other reason.

We may cancel this policy for any lawful reason during the first 59 days of the first policy period. But, **we** will not cancel a policy that has **PIP** and/or property damage liability coverage for **failure to pay premium** during the first 59 days this policy is in effect unless the reason **we** cancel is due to the issuance of a payment for the premium that is dishonored for any reason. When this policy

is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

1. The **failure to pay premium**;
2. For material misrepresentation or fraud when applying for this policy;
3. **You** or a **relative** submit a fraudulent claim; or
4. The loss of driving privileges through suspension or revocation of **your** operator's license or motor vehicle registration, or that of a principal operator of **your insured car**. This must have occurred during the policy period or during the 180 days immediately preceding its effective date or, if the policy is a renewal, during its policy period.

With respect to cancellation, this policy is neither severable or dividable. Any cancellation will be effective for all persons and all vehicles.

If this policy is cancelled, coverage will not be provided as of the date and time shown in the notice of cancellation.

If **we** decide to cancel this policy, **our** decision will not be based on the lawful use, possession, or ownership of a firearm or ammunition by the insurance applicant, **insured**, or a household member of the applicant or **insured**.

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a notice or condition of cancellation.

If this policy is cancelled by **us** for any reason other than **failure to pay premium**, any refund due will be computed on a daily pro-rata basis.

If this policy is cancelled at **your** request or due to **failure to pay premium**, any refund due will be calculated at a 90% or pro rata basis.

We will refund 100 percent of the unearned premium if the **named insured** is a servicemember, as defined in Fla. Stat. § 250.01, who cancels because he or she is called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required. **We** may require a servicemember to submit either a copy of the official military order or a written verification signed by the servicemember's commanding officer to support this refund. If **we** cancel this policy, **we** will refund 100 percent of the unearned premium to the servicemember.

If **we** decide to not to renew this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least 45 days before the end of the policy period.

If **we** decide to not to renew this policy, **our** decision will not be based solely on any of the following or combination of the following:

1. The insured's: sex, occupation, marital status, residence, military service, or age.

2. The insured's: race, color, creed or national origin.
3. The principal place of garaging of the **insured car** in Florida.
4. The insured was involved in a motor vehicle **accident** unless **we** in good faith determine that the insured was substantially at fault in the **accident**.
5. The insured has had only one **accident** in which he or she was at fault within the current 3-year period. But, **we** may refuse to renew a policy under which the insured has had 3 or more **accidents**, regardless of fault, during the most recent 3-year period.
6. The insured commits a non-criminal traffic infraction unless it is:
 - a. A second infraction committed within an 18-month period;
 - b. A third or subsequent infraction committed within a 36-month period; or
 - c. A violation of Florida laws prohibiting operation of a vehicle at an unlawful speed when such violation is a result of exceeding the lawful speed limit by more than 15 miles per hour.
7. A traffic infraction when adjudication has been withheld and no points have been assessed per Florida laws that apply to non-criminal traffic infractions. But, this does not apply to traffic infractions involving **accidents** in which **we** have incurred a **loss** due to the fault of the insured.
8. The handicap or physical disability of the insured, so long as that handicap or physical disability does not substantially impair such person's mechanically assisted driving ability.
9. Domestic violence.
10. The insured being a public official.
11. The lawful use, possession, or ownership of a firearm or ammunition by the insurance applicant, **insured**, or a household member of the applicant or **insured**.
12. Any reason that is unlawful, arbitrary or capricious.

Automatic Termination

Coverage for **your insured car** shall terminate automatically when anyone other than **you** or a **relative** becomes the **owner** of the vehicle.

This policy will terminate automatically at the end of the current policy period if **we** offer to renew or continue **your** policy and **you** do not accept the offer. **Our** renewal offer is considered rejected if there is any **failure to pay premium**, when due, for the renewal.

If other insurance on an **insured car** is obtained, any similar insurance provided by this policy will terminate as to that **insured car** on the effective date of the other insurance.

Proof of Notice

We may mail or deliver any notice to the **named insured**. Sufficient proof of notice shall be made by:

1. United States postal proof of mailing, or certified or registered mailing, of notice to the **named insured** at the address shown in the policy for any notice that:
 - a. The policy is cancelled;
 - b. The policy is not to be renewed;
 - c. Includes the reasons for cancellation; or
 - d. **Our** intent is to issue a policy by another insurer under the same ownership or management;
2. Any type of proof of mailing or delivery of any other notice.

Our Right to Void for Fraud or Misrepresentation

We have the right to void this policy from its inception if **you** provided false material information or omitted material information in **your Application**. This policy is issued in reliance upon information provided on **your Application**. **We** will void this policy from inception if **you**:

1. Made material false statements or representations to **us** as to any material fact or circumstance;
 2. Concealed or misrepresented any material fact or circumstance; or
 3. Engaged in fraudulent conduct;
- at the time of **application**.

No coverage is provided for any **accident** or **loss** if **we** void this policy.

Our Right to Void for Failure of Initial Payment

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium.

If **your** initial down-payment is not honored for any reason when first presented for payment to **your** bank or financial institution, this policy is void as if never issued, and there will be no coverage at any time. If this policy is void, **we** will not cover any claims, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** void the policy.

We will not void this policy from its inception, but only if the initial down-payment of premium that was returned unpaid is then cured within the earlier of:

1. 5 days after actual notice, sent by certified mail, is received by the **named insured**; or
2. 15 days after notice is sent to the **named insured** by certified or registered mail.

Policy Conformed to Statutes

Terms of this policy that are in conflict with the statutes or other applicable law of the state where **you reside** when this policy is issued, as shown in **our**

records, are hereby amended to conform to the applicable state law. All other terms remain in full effect.

Fraudulent Claims

We do not provide coverage for, or payment to, **you**, a **relative** and/or any other **person** when any **person**:

1. Commits fraud against **our** interest; or
2. Intentionally makes misrepresentations in connection with any **accident** or **loss**.

This shall apply to preclude all coverage and benefits, except **PIP**, under this policy for all **persons** and as to all interests. Except as otherwise set forth directly below in the next clauses, a denial under this clause:

1. Means all coverage and benefits, except **PIP**, under this policy may be denied; and
2. Is not limited to only the interest of the **person** whose conduct is the basis of **our** denial of coverage.

As to Part II – **PIP**, **our** right to deny **PIP** coverage or benefits under this Fraudulent Claims clause will apply so that **PIP** benefits shall not be due or payable to or on the behalf of an **insured person** under **PIP** if that **person** has committed, by a material act or omission, any insurance fraud relating to **PIP** under his or her policy, if the fraud is:

1. Admitted to in a sworn statement by the **insured person**; or
2. Established in a court of competent jurisdiction.

For that **person**, any insurance fraud related to **PIP** shall:

1. Void all such **PIP** and any other coverage arising from the claim related to such fraud for that **person** who committed the fraud, even if a portion of that **person's** claim may be legitimate.
2. Require that any and all benefits paid prior to the discovery of the fraud be reimbursed to **us** by the **person** who committed the fraud.
3. That in an action to enforce **our** right of recovery, the prevailing party is entitled to its costs and attorney's fees.

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of § 626.989 or § 817.234, Florida Statutes, has been committed, **we** will notify the **insured person**, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30-day period, **we** have an additional 60 days to conduct **our** fraud investigation. No later than 90 days after the submission of the claim, **we** will deny the claim or pay the claim with simple interest as required by the **No-Fault Law** from the day the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent insurance acts will be reported to the Division of Insurance Fraud.

Conditions Precedent

We have no duty to provide coverage under this policy if the failure to comply with all of the terms and conditions of this policy is prejudicial to **us**.

Bankruptcy

The bankruptcy or insolvency of a **person** insured by this policy, or that **person's** estate, shall not relieve **us** of **our** obligations under this policy.

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

IMPORTANT: For coverage as described in this policy to apply, all notice requirements, duties (those listed here and under any coverage that applies), and policy terms that apply must be properly performed. Not doing so may result in a claim or coverage being partially or fully denied.

Notice of an Accident or Loss

In the event of an **accident** or **loss**, it must be reported to **us** or one of **our** authorized agents as soon as practicable. The report must give time, place and circumstances of the **accident** or **loss** including the names and addresses of all injured parties and all witnesses involved in the **accident** or **loss**. If an **accident** or **loss** is not reported as soon as practicable, coverage may be denied if **our** rights are prejudiced.

Other Duties

Anyone claiming any coverage under the policy and as a condition of coverage must:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit. If a **person** does not cooperate with and assist **us**, coverage may be denied if **our** rights are prejudiced.
2. Refuse to assume any obligation that is prejudicial to **us** or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.
3. Immediately send **us** any legal papers relating to any claim or lawsuit.
4. Provide **us** with access, as **we** may reasonably require, to the recorded data contained with the **insured car's** event data recorder (EDR) or similar device, in connection with any matter concerning an **accident**, **loss**, claim, or lawsuit.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Provide **us** with written authorization to obtain:
 - a. Relevant cell phone records;
 - b. Sales agreements;

- c. Rental and financial documents; and
- d. Other relevant records **we** request.

8. Provide information required by state or federal law including but not limited to Centers for Medicare & Medicaid Services (CMS) reporting.

Anyone claiming Uninsured Motorist Coverage must contact the police within 24 hours, or as soon as is practicable, after the **accident** if a hit and run driver is involved. If an **accident** with a hit and run driver is not reported to the police as described here, Uninsured Motorist Coverage may be denied if **our** rights are prejudiced.

Anyone claiming any coverage under this policy must also:

1. Take reasonable steps after **loss** to protect an **insured car** and its equipment from further **loss**. If **you** fail to do so, any further damage will not be covered under this policy. **We** will pay reasonably necessary expenses incurred in providing that protection.
2. Report the total theft of the **car** to the police promptly and as soon as practicable after the **loss**.
3. Allow **us** to inspect and appraise the damage to an **insured car** before its repair or disposal.
4. If a hit and run motorist is involved, adequate proof of loss and a statement under oath must be filed with **us** within 30 days of **our** request.
5. Provide **us** with the documentation required for the pre-insurance inspection of certain insured vehicles specified in Section 627.744, Florida Statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



President



Secretary

ENDORSEMENTS

These Endorsements are separate coverage options that are not part of **your** policy unless selected by **you** and they appear on the **Declarations Page**. When any Endorsement applies, all other terms, limits and conditions of the policy that do not conflict with the terms of the Endorsement shall continue to apply.

THE FOLLOWING NAMED DRIVER EXCLUSION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-500 APPEARS ON YOUR DECLARATIONS PAGE.

NAMED DRIVER EXCLUSION

If one or more **persons** have been shown on the **Declarations Page** as Excluded Drivers or **you** have elected to exclude any drivers from coverage under this policy, **we** do not provide any coverage under any part of this policy for any **accident** or **loss** that occurs while any Excluded Driver is operating a **car** or any other motor vehicle.

When the Excluded Driver is operating a motor vehicle, no coverage applies for the Excluded Driver or anyone else, including but not limited to claims against **you**, **relatives**, or any other entity or **person** who may be vicariously liable or liable for negligent entrustment with respect to any **accident** or **loss** arising out of the operation of a motor vehicle by any named Excluded Driver.

However, if **you** paid the premium for:

1. Property Damage Liability To Others Coverage, this Named Driver Exclusion will not prevent that coverage which would otherwise apply for **property damage**, but only in an amount up to the **minimum limits**.
2. **PIP**, this Named Driver Exclusion will not prevent **PIP** that would otherwise apply, but only in the amount required by the **No-Fault Law**, with no other Added **PIP**.
3. Bodily Injury Liability To Others Coverage and **we** have certified this policy as proof of future financial responsibility when required by Florida law following an **accident**, this Named Excluded Driver clause will not prevent recovery for Bodily Injury Liability To Others Coverage up to the certified limit for Bodily Injury To Others Coverage.
4. Coverage for Uninsured Motorists, the Named Driver Exclusion will not prevent recovery under that coverage which would otherwise apply for **bodily injury**.

Driver exclusions shall apply to all renewals, reinstatements after a lapse, continuation and replacement policies unless **you** notify **us** in writing that the election is revoked and **you** pay the additional premium for coverage of that driver.

E-500 (05/10)

THE FOLLOWING **DIRECT REPAIR PROGRAM (DRP)** ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-100 APPEARS ON **YOUR DECLARATIONS PAGE**.

DIRECT REPAIR PROGRAM (DRP) ENDORSEMENT

In exchange for a reduction in premium under Car Damage Coverage, it is agreed that any covered repairs will be completed at an approved **DRP** facility. If **you** choose to repair the damaged property at a shop other than an approved **DRP** facility, **we** will remove the discount from **your** policy from the inception date of the discount. If there is not a designated **DRP** facility within a thirty (30) mile radius from the address listed on your **Declarations Page**, then **you** may choose any repair facility without loss of the applicable discount.

E-100 (05/10)

THE FOLLOWING IS A SPECIAL NOTICE FROM THE COMPANY.

ASSURANCEAMERICA PRIVACY NOTICE

AssuranceAmerica values **you** as a customer and recognizes the importance of safeguarding **your** Personal privacy. It is our top priority to keep **your** personal information confidential. **We** fully protect **your** privacy as required by law and never sell **your** information to anyone. This notice explains our privacy policies: AssuranceAmerica will not share or sell personal customer information (for either current or former customers) for any purpose other than the underwriting or administration of **your** policy unless the disclosure has been authorized by the customer or is permitted or required by law. AssuranceAmerica will safeguard, according to strict standards of security and confidentiality, "nonpublic, personal information" our customers share with **us**. "Nonpublic, personal information", for example, would include **your** name, address, and social security number. **We** will maintain safeguards, physical and electronic, to protect that information. **We** will conduct **our** business in a manner that keeps personal customer information secure.

AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business and provide **you** with exceptional service. **We** collect and maintain personal information about customers from the following sources: From **you** on **your application** for insurance; through **your** agent; and through any telephone conversations **we** may have with **you**. An example of this information is **your** address and telephone number. From **your** transactions with **us** and **your** agent, such as **your** payment history, underwriting and claims histories. From other non-affiliated third parties, normally to verify the information **you** provided on the **application** and other forms, such as **your** driving record and claims history.

AssuranceAmerica employees and agents are instructed to only access and use **your** personal information when needed to service **your** policy or claim. Employees who violate our privacy policies are subject to disciplinary action

and agents who violate our privacy policies are subject to termination. When AssuranceAmerica uses other organizations to support our policy and claim services, **we** require these other organizations to fully protect our customer's personal information. AssuranceAmerica will not share, internally or externally, customer medical and health information about **you** with anyone for any purpose other than to properly conduct **our** business, or unless **you** expressly authorize it, or unless **your** insurance policy contract with **us** permits **us** to do so.

AssuranceAmerica shares **your** information with **your** agent in order to better serve **you** and better meet **your** insurance and service needs. **We** may also share **your** information in order to handle **your** claim and protect **you** against fraud and unauthorized transactions. These disclosures typically result from processing transactions on **your** behalf and often following **your** instructions. For example, **we** might share **your** name, address and coverage information with an auto body shop to expedite repairs to **your** vehicle.

From time to time, AssuranceAmerica may revise its privacy policy and will notify **you** on an annual basis of any changes in our policy. If **you** would like to inquire about the personal information **we** have in our files or have any other questions about AssuranceAmerica's privacy policy, please contact **us** at:

AssuranceAmerica Privacy Manager,
P. O. Box 723128, Atlanta, GA 31139

(Privacy 04/03)

IMPORTANT NOTICE

USE OF MEDICAL FEE SCHEDULE FOR PERSONAL INJURY PROTECTION CLAIMS

We will limit reimbursement of **medical expenses** to 80 percent of a properly billed reasonable charge, but in no event will **we** pay more than 80 percent of the following schedule of maximum charges:

1. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
2. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
3. For emergency services and care as defined by § 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, 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.
6. For all other medical services, supplies, and care, 200% of the allowable amount under:
 - a. The participating physicians fee schedule of Medicare Part B, except as provided in 6.b. and 6.c.
 - 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.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this section (6.), **we** may limit reimbursement to 80% of the maximum reimbursable allowance under workers' compensation, as determined under § 440.13, 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 is not required to be reimbursed by **us**

For the purposes of this **PIP** coverage, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for

the area in which such services, supplies, or care is rendered. The applicable fee schedule or payment limitation applies until March 1 of the following year, regardless of any subsequent changes made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

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