FLORIDA PERSONAL CAR POLICY

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

Form 05-FL (05/2010)

TABLE OF CONTENTS

	Page
INSURING AGREEMENT	3
DEFINITIONS	3
PART I - LIABILITY TO OTHERS	
Insuring Agreement	6
Additional Definition for Part I Only	6
Additional Payments	6
Exclusions	6
Limits of Liability	7
Out of State Insurance	8
Other Insurance	8
Financial Responsibility Laws	8
PART II – PERSONAL INJURY PROTECTION ("PIP")	
Insuring Agreement	8
Additional Terms for Part II	9
Additional Definitions for Part II Only	9
Exclusions	10
Limits of Liability	11
Other Insurance	11
Assignment of Benefits	12
PART III - MEDICAL PAYMENTS	
Insuring Agreement	12
Additional Terms for Part III	12
Additional Definitions for Part III Only	12
Exclusions	12
Limits of Liability	13
Other Insurance	13
Assignment of Benefits	13
PART IV – UNINSURED MOTORISTS ("UM")	
Insuring Agreement–Bodily Injury Coverage	14
Additional Terms for Part IV	14
Additional Definitions for Part IV Only	14
Exclusions	15
Limits of Liability	15
Other Insurance	16
PART V - CAR DAMAGE COVERAGE	
Insuring Agreements	16
Towing and Labor Coverage	17
Loss of Use Coverage	17
Additional Definition	17
Exclusions	17
Limits of Liability	18
No Benefit to Bailee	19
Appraisal	19
Payment of Loss	19
Loss Payees & Lienholder's Rights	19
Other Insurance	19
PART VI - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE	
Limits of Liability	20
Death, Dismemberment or Loss of Sight	20
Covered Events	20
Seat Belt Coverage	20
Exclusions	20
Additional Terms for Part VI	21
Notice of Claim	21
Proof of Loss	21
Payment of Claims	21
Physical Examination and Autopsy	21
PART VII - GENERAL PROVISIONS	
Policy Period & Territory	21
Two or More Cars Insured	21
Claims Handling	21
Claims Mediation	21
Suits Against Us	22
Our Recovery Rights (Subrogation & Reimbursement)	22
Assignment	23
Policy Changes	23
Our Right to Re-compute Premium	24
Non-Cancellable Policy	24
Cancellation and Non-Renewal	24
Automatic Termination	25
Proof of Notice	25
Our Right to Void for Fraud or Misrepresentation	25
Our Right to Void for Failure of Initial Payment	26
Policy Conformed to Statutes	26
Fraudulent Claims	26
Conditions Precedent	26
Bankruptcy	26
YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES	
Notice of an Accident or Loss	26
Other Duties	26
ENDORSEMENTS	
NAMED DRIVER – NON-OWNED VEHICLE COVERAGE	28
NAMED DRIVER EXCLUSION	28
DIRECT REPAIR PROGRAM (DRP) ENDORSEMENT	28
RENTAL CAR DAMAGE COVERAGE ENDORSEMENT	29
PRIVACY NOTICE	29

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; and
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 but no more than 6 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;
   g. Recreational vehicle; or
   h. 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 30 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** until after **you** give **us** notice if **we** do not get notice within those 30 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 30 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 30 days of acquiring that **car**. No Car Damage Coverage 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.
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 VI.
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** or **persons** 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 more than 30 days.
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 more than 30 days.
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:
    a. Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
    b. Operating an **auto** on a track or course designed or used for racing, high performance or high speed driving.
28. "**Relative**" means:
    a. A **person** who **resides** in **your household**, whether or not temporarily living elsewhere, and is related to **you** by blood, marriage or adoption;
    b. **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. “**We**", "**Us**" and "**Our**" mean the Company providing this insurance, as shown on the **Declarations Page**.
33. “**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

Subject to the limits of liability, **we** will pay damages, other than **punitive damages**, for:

1. **Bodily injury**, if **you** paid the premium for **bodily injury** coverage for Liability To Others; or
2. **Property damage**, if **you** paid the premium for **property damage** coverage for Liability To Others;

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**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner**.
3. Any other **person** using an **insured car** with **your** express or implied permission.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
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 $100 for a bail bond needed due to an **accident** arising out of the use of an **insured car**. **We** have no duty to apply for or furnish bonds.
5. 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.
6. 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.
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** 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;
   b. Nuclear reaction, radiation, exposure or contamination;
   c. A peril to which a nuclear energy liability insurance 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. Provided to anyone in exchange for any form of value, compensation or reimbursement, but not including:
      (1) Shared-expense car pools; or
      (2) Permissive use in exchange for gas or lawful services;
   c. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
   d. Sold to any **person** or entity other than **you** or a **relative**; or
   e. 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.
9. **Bodily injury** to **you** or a **relative**.
10. **Bodily injury** or **property damage** arising out of the operation of any traction engine, road roller, grater, tractor crane, power shovel, well driller, or implement of animal husbandry.
11. 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.
12. **Bodily injury** or **property damage** caused by an **insured car** when it is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
13. **Bodily injury** or **property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while **racing**.
14. **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 **insured persons**.
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** activities. This exclusion does not apply to **business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional premium for that use.
17. **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**.
18. **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.
19. **Punitive damages**.
20. **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.
21. **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.

The damages for **bodily injury** recoverable by a guest or passenger in:
1. An **insured car**; or
2. A **non-owned car** being operated by an **insured person**;

shall be reduced by any payments made to that **person** under Medical Payments Coverage.

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 of liability, if **you** paid the premium for Personal Injury Protection ("**PIP**") when due, **we** will pay:
1. 80% of all **medical expenses**;
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. Inside the State of Florida; and
   b. Outside the State of Florida, but:
      (1) Subject to the territory described in the Policy Period & Territory clause, and
      (2) Only for **accidents** that involve a **named insured**, or a **relative**, when **occupying** an **insured car**.
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;
   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 reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** may refuse to pay for any portion of a medical expense:
   a. That is unreasonable, or exceeds the maximum reimbursement allowance set forth in any and all applicable fee schedules and payment guidelines or limitations under the **No-Fault Law**;
   b. If the fee is unreasonable;
   c. If the fee exceeds the applicable fee schedules under federal or state law for medical expenses;
   d. If the fee exceeds payment limitations;
   e. If the service is unnecessary; or
   f. When the service(s) rendered is:
      (1) Not lawfully provided, supervised, ordered, or prescribed by a health care provider or entity who or which is properly licensed and acting within the scope of that license as authorized by the **No-Fault Law**;
      (2) Unnecessary for the treatment of the **bodily injury**;
      (3) For the treatment of a **bodily injury** that was not caused by the **accident**; or
      (4) Otherwise not payable under the **No-Fault Law**.
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 necessary;
   b. Caused by the **accident**; and
   c. Greater than the usual and customary charge.

   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 will be paid in the time limits set forth in the **No-Fault Law**, subject to any tolling periods that apply.
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**.

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 a payment from **us** if an **insured person** dies due to **bodily injury** covered under Part II in the lesser amount of:
   a. A $5,000 sublimit under the total limit of liability shown in the **Declarations Page** for **PIP**; or
   b. The unused portion of **PIP** benefits under the per **insured person** limit of liability.

2. "**Disability benefits**" means benefits for the following:
   a. **Income loss**; and
   b. **Replacement services**;

   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.

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

3. "**Income loss**" means both:

a. Loss of gross income (for employed persons, this will be determined the same way as "average weekly wage" under Florida Statutes § 440.14, 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.

4. "**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**.

5. "**Medical expenses**" means reasonable expenses for **medically necessary**:
   a. Medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices; and
   b. Ambulance, hospital, and nursing services;

   when allowed by the **No-Fault Law** and subject to the applicable fee schedules and payment limitations that apply.

6. "**Medically necessary**" means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
   a. In accord with generally accepted standards of medical practice;
   b. Clinically appropriate in terms of type, frequency, extent, site, and duration; and
   c. Not primarily for the convenience of the patient, physician, or other health care provider.

7. "**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.

8. "**Named insured**" means:
   a. 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
   b. If the **named insured** is a **person**, the **named insured's** spouse if **residing** in the **named insured's household**.

9. "**Pedestrian**" means a **person** who is not **occupying** a self-propelled vehicle.

10. "**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:

1. For **bodily injury** sustained by:
   a. 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.
   b. Any **person** while **operating** an **insured car** without **your** express or implied consent.
2. To any injured **person**, if that **person's** conduct contributed to his or her **bodily injury** under any of the following circumstances:
   a. Causing injury to himself or herself intentionally; or
   b. 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:
      (1) The prosecution makes a formal entry on the record that it will not prosecute the case against that **person**;
      (2) The charge is dismissed; or
      (3) That **person** is acquitted.
3. 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**.
4. 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.
5. 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.
6. To any **person** while **occupying** a **motor vehicle** located for use as a residence or premises.
7. To any **person** who sustains **bodily injury** as a **pedestrian** outside the State of Florida.
8. With respect to **medical expenses** when the claim or charge is:

a. Made by or on behalf of a broker, as defined in the **No-Fault Law**.
b. For any service or treatment that was not lawful at the time rendered.
c. Related to any person who knowingly submits a false or misleading statement relating to the claim or charges.
d. 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.
e. Associated with a bill or statement that fails to meet the requirements of the **No-Fault Law**.
f. 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**.
g. For any medical treatment or services billed by a physician that is not provided in a hospital unless the services or treatment are:
   (1) Actually performed by the physician or are incidental to the physician's professional services; and
   (2) 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 most **we** will pay for **bodily injury** to one **insured person** in an accident is the limit of liability that applies as shown in the **Declarations Page**. Subject to that total limit, the most **we** will pay for **death benefits** for each **insured person** is a $5,000 sublimit.

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

The maximum limit of liability for the total of all **PIP** benefits shown in the **Declarations Page** is also 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.

PIP benefits shall be reduced by the deductible amount shown in the **Declarations Page** for the **named insured** and/or any dependent **relative**. The deductible will be applied to 100% of the expenses and losses to which this **PIP** applies, except **death benefits**, before the percentage limiting recovery is applied for **disability benefits** or **medical expenses**. After the deductible is met, the **insured person** is eligible to receive, subject to all other limit, terms and conditions, up to the aggregate limit available under **PIP**.

When determining the amount **we** will pay under this coverage, **we** will apply any limitation and federal or state medical fee schedules applicable to automobile or other insurance coverages permitted by law. No one shall be entitled to payment for medical expenses incurred for services, supplies, treatment or care in any amount that is more than the maximum reimbursement allowance set forth in the fee schedules, payment limitations, and other payment guidelines of the **No-Fault Law** and/or any schedules and limitations under federal or state law for medical expenses.

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.

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

Other Insurance

This policy's **PIP** coverage is primary to:
1. Other coverage available under this policy for Medical Payments and/or 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 ss. 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.

Assignment of Benefits

Payment for **medical expenses** will be paid directly to a physician or other heath care provider if **we** receive a written assignment signed by the **insured person** to whom such benefits are payable.

If **we** pay benefits directly to a physician or other health care provider, as directed by the written assignment, **we** have no duty to pay, and have no liability for paying, those same benefits to the **insured person**.

PART III – MEDICAL PAYMENTS

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for Medical Payments Coverage when due, **we** will pay the **usual and customary charge** for reasonable and necessary medical and funeral services because of **bodily injury**:

1. Caused by an **accident**; and
2. Sustained by an **insured person** while operating or **occupying** an **insured car**.

Additional Terms for Part III

Medical Payments Coverage is subject to the following:

1. Any dispute as to the **usual and customary charge** 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 or exceeds the **usual and customary charge**; or
   b. 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 if **we** deny an expense charged because it was not caused by a covered **accident**.
2. **We** will pay only for expenses incurred within 3 years from the date of the **accident**.
3. **We** have the right to review medical expenses and records to determine if each expense is reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** may refuse to pay for any portion of a medical expense:
   a. That is unreasonable because the fee for the service is greater than the fee that is the **usual and customary charge**.
   b. That exceeds the maximum reimbursement allowance set forth in any fee schedules and payment guidelines or limitations set forth or allowed under:
      (1) The **No-Fault Law**; or
      (2) Federal or state law.
   c. When the service(s) rendered is:
      (1) Not provided and prescribed by a state licensed medical or health care provider acting within the scope of that license;
      (2) Unnecessary for the treatment of the **bodily injury**; or
      (3) For the treatment of a **bodily injury** that was not caused by the **accident**.
5. **We** may use sources of information selected by **us** to determine if any medical expense is:
   a. Reasonable and necessary;
   b. Caused by the **accident**; and
   c. Greater than the **usual and customary charge**.

   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.

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. Any **relative**.
   c. Any **person** listed as a driver on the **Declarations Page**.
   d. Any other **person occupying** an **insured car** while the **car** is being driven by **you** or any other **person** with **your** permission.

2. "**Usual and customary charge**" means the amount **we** determine represents a customary charge for medical services in the geographic area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

Exclusions

This coverage does not apply for **bodily injury** to any **person**:

1. While **occupying** an **insured car** when used as a livery service or for **delivery**.
2. While **occupying** any motor vehicle while used as a residence.
3. While **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** or occupation of an **insured person**.

4. During the course of employment if benefits are payable or must be provided under a Workers' Compensation Law or similar law.
5. Arising out of an **accident** involving any motor vehicle while being used by a **person** while employed or engaged in any **auto business**. This exclusion does not apply to **you** or a **relative** using an **insured car**.
6. 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 these.
7. While **you** or anyone driving with **your** permission is using an **insured car** while committing a crime or fleeing any law enforcement personnel. This does not apply to a felony where:
   a. The involvement in the felony by the **insured person** is unwillingly and by force; and
   b. The **insured person** was not convicted of the felony or a related crime.
8. While an **insured car** is being driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
9. While an **insured car** is used by an **insured** for **racing**.
10. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
11. While an **insured car** is:
    a. Rented or leased to anyone other than **you**;
    b. Provided to anyone in exchange for any form of value, compensation or reimbursement but not including:
       (1) Shared-expense car pools; or
       (2) Permissive use in exchange for gas or lawful services;
    c. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
    d. Sold to any **person** or entity other than **you** or a **relative**; or
    e. Under a conditional sales agreement and is no longer in **your** possession.
12. Resulting from the ownership, maintenance, or use of any **insured car** by a **person** while engaged in any **business** activities. This exclusion applies to any use of a vehicle for any **business**, including but not limited to livery or **delivery** services. This exclusion does not apply to:
    a. **Business** use of an **insured car** that has been declared to **us** and an additional **business** use premium has been paid; or
    b. Use of an **insured car** by **you** or a **relative** in an **auto business**.

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

Any amounts payable to an **insured person** under this Part III will be reduced by any amounts paid or payable for the same expense under any Liability to Others Coverage, Personal Injury Protection or Uninsured Motorist Coverage provided by this or any other policy or source of recovery.

Any payment **we** make under this coverage to or for an **insured person**:
1. May apply towards any co-payment obligation that applies under **PIP**;
2. Shall not apply towards any deductible that applied under PIP; and
3. Shall be excess insurance over benefits paid or payable under the provisions of any disability benefits or similar law.

No payment will be made under this coverage unless the **insured person** or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that the **insured person** receives under any Liability to Others Coverage or Uninsured Motorist Coverage provided by this policy.

When determining the amount **we** will pay under this coverage, **we** will apply any limitation and federal or state medical fee schedules applicable to automobile or other insurance coverages permitted by law. No one shall be entitled to payment for medical expenses incurred for services, supplies, treatment or care in any amount that is more than the maximum reimbursement allowance set forth in the fee schedules, payment limitations, and other payment guidelines of the **No-Fault Law** and/or any schedules and limitations under federal or state law for medical expenses.

Other Insurance

If there is other applicable motor vehicle medical payments insurance (other than personal injury protection benefits under this or any other policy) on a loss covered by this part **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable medical payment insurance limits.

Any medical payments insurance **we** provide will be excess over any personal injury protection benefits under this or any other policy.

Assignment of Benefits

Payment for medical expenses will be paid directly to a physician or other heath care provider if **we** receive a written assignment signed by the **insured person** to whom such benefits are payable.

If **we** pay benefits directly to a physician or other health care provider, as directed by the written assignment, **we** have no duty to pay those same benefits to the **insured person**.

PART IV – UNINSURED MOTORISTS ("UM")

Insuring Agreement -
UM Bodily Injury Coverage

Subject to the limits of liability, if **you** paid the premium for **Uninsured Motorist Bodily Injury Coverage ("UM")**, **we** will pay compensatory damages 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 IV

The following Additional Terms apply to this Part IV:

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 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. "**Insured person**" means:
   a. **You**.
   b. A **relative**.
   c. Any other **person** who is **occupying** an **insured car** with **your** permission.
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.
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 IV 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.
   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. While using or **occupying** any vehicle while that **insured person** is committing a felonious act or attempting to elude law enforcement personnel. This does not apply to:
      (1) Misdemeanor violations of the motor vehicle or traffic code;
      (2) The portion of damages for **bodily injury** that is less than or equal to the **minimum limits**; or
      (3) A felony where:
         (A) Involvement in the felony by the **insured person** is unwillingly and by force; and
         (B) The **insured person** was not convicted of the felony or a related crime.
   f. For **bodily injury** that results from:
      (1) Nuclear reaction, radiation, exposure, or contamination; or
      (2) War or warlike action of any kind.
   g. 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.

If a court with proper jurisdiction finds an exclusion invalid, that exclusion is revised to apply only to the portion of damages that exceeds **minimum limits**.

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 IV 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 under Part III – Medical Payments; 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 V - CAR DAMAGE COVERAGE

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage under Part V, **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 **loss** due to a collision, **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:
1. The limit shown on the **Declarations Page**; or
2. The **actual cash value** of the **insured car** at the time of **loss**.

Loss of Use Coverage is limited to the period the vehicle is inoperable or under repair.

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 Definition

When shown in Part V in **bold** print "**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**:
1. Parts, accessories, ground effects and any other equipment or enhancement;
2. Any modified suspension equipment, modified engines, modified carburetor systems, modified equipment, or custom wheels, including, but not limited to:
   a. Aluminum, magnesium, chrome or alloy wheels;
   b. Special wide-tread tires or slicks;
3. 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;
4. Electronic video, audio, digital or data transmitting, receiving, recording and playback device, including but not limited to:
   a. 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;
   b. GPS and other navigation systems;
   c. Personal computers and internet access systems;
   d. Video devices, including DVD devices, VCR's; monitors; cameras and televisions; and
   e. Any accessories, cables, connectors or antennas used with any of these types of equipment.

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 any personal property, including but not limited to wearing apparel, any personal property, tools or nonstandard equipment and racks which is permanently or temporarily attached to an **insured car** at the time of the **loss**.
9. 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.
10. 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.
11. 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**.
12. 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.
13. 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.
14. 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**.
15. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
16. That occurs while an **insured car** is:
    a. Rented or leased to any **person** or organization 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 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.
17. That occurs while under the care or control of a **business** or **person**, other than a **person** listed as an insured driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
18. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
19. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
20. 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.
21. To an **insured car** due to diminution of value or any loss or reduction in market or resale value.
22. That occurs while the operator of the **car** is texting, keying or typing on any portable electronic device, including but not limited to mobile phones, PDA, Blackberry, computer or similar device.
23. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part.

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. Each item 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** fail to agree on the amount of **loss**, either may:
1. Request an appraisal of the **loss**; or
2. Demand mediation.

If a demand is made for mediation, it must be done:
1. As described in the Claims Mediation clause of the General Provisions; and
2. Before a request for appraisal is made.

If either party requests an appraisal, each will appoint a competent and disinterested appraiser. The appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the **Actual Cash Value** and the amount of **loss**. The award in writing by any two appraisers will be binding and will determine the amount payable. Each party will pay the expenses of its chosen appraiser. The expenses and the cost of the third appraiser will be shared 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.

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 V until **you** have fully complied with all of the conditions and duties stated in this policy.

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 V 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. The deductible of this policy will be taken in a proportionate share based on the deductibles of each policy.

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 VI - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

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

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 of the **named insured 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 either Hand or Foot **we** will pay one-half of the limit shown on the **Declarations Page**.
5. For loss of sight in one eye **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of a thumb and index finger of same Hand of the **named insured we** will pay one-half of the limit shown on the **Declarations Page**.

The word “loss”, as used in this Part VI, 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 VI, and is 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-inflicted 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 serving as an active member of any military unit, including but not limited to coast guard, national guard, army, naval or air service of any country.
7. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
8. Sickness or disease of any kind.

9. **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.
10. While the **named insured** is **racing**.
11. While operating a motor vehicle use of a motor vehicle as a livery service or for **delivery**.
12. As a result of a hernia of any kind.
13. As a consequence of diabetes.
14. **Bodily injury** caused by, or contributed to by, the **named insured** committing, participating in or attempting to commit:
    a. A felony; or
    b. An act of violence, civil disobedience, civil disorder, riot or insurrection.

    This does not apply when:
    a. The involvement by the **insured person** is unwillingly and by force; and
    b. The **insured person** is not convicted of the felony or a related crime.

Additional Terms for Part VI

1. NOTICE OF CLAIM: Written notice of claim must be given to **us** within 20 days after any **bodily injury** covered by this Part VI, 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 VI.
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 VI by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

PART VII - 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 IV – Uninsured Motorist Coverage if **you** have paid the extra premium for Stacked UM.

Claims Handling

We may 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. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. Estimates by vehicle repair shops.
6. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
7. Computer programs, databases and published sources for vehicle values and cost of repair.
8. Third-party vendors providing estimating. appraisal, injury evaluation, earnings calculators, and analysis.
9. Special-application technology.

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.

No legal action may be brought against **us** to recover any sum under Part III – Medical Payments until a final decision has been made per the **No-Fault Law** as to all benefits due under Part II - **PIP**.

No one may sue **us** to determine the amount of **loss** payable under Part V - Car Damage Coverage until after having complied with the Appraisal clause of this policy.

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 VI - 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 three 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.

Assignment

Your interest and rights in this policy may not be assigned or transferred without **our** written consent. Upon the death or end of the marital relationship of the **named insured**, a spouse of that **named insured** who was covered under this policy immediately prior to the death or end of the marital relationship shall upon notice to **us** continue to be covered under this policy for a period of 90 days following that death or end of marital relationship, or until expiration of the policy term, whichever is shorter.

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**. Notice to any agent or knowledge possessed by any agent or other **person** shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any rights under this policy.

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 are added or deleted. **We** will allow up to 30 days to add a newly **resident relative** who has a driver's license;
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

This policy's premium for **PIP**, Liability to Others Coverage and Uninsured Motorist Coverage is subject to adjustment if the **PIP** rates, rules or premiums must be changed because of a change in the statutory obligations, or an adverse judicial finding as to the constitutionality of any provisions, of the **No-Fault Law** that provide for the exemption of **persons** from tort liability.

If this is a renewal policy, such adjustment shall include the amount of any return premium previously credited or refunded to the **named insured**, in accord with the **No-Fault Law**, with respect to insurance provided under a previous policy.

If the final adjusted premium is greater than the premium shown in the **Declarations Page**, the **named insured** shall owe **us** for:
1. The excess premium amount; and
2. The amount of any return premium previously credited or refunded.

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 30-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 30 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.

Once the non-cancellable provisions of the policy are in effect, the coverage(s) and risk(s) may not be changed during the policy period. The **named insured** must obtain a new non-cancellable policy when adding or changing coverage, cars, drivers or rating territories. If the **named insured** obtains a new 6-month policy from **us**, the **named insured** shall receive credit on the new policy for any premium paid on the previously issued policy.

No refund of premium is allowed for a policy that may not be cancelled.

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 **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 check 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 cancellaton 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.

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. **We** charge a fully-earned policy fee for each policy term.

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, and subject to any fully-earned fees.

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, and subject to any fully-earned fees.

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 orders 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. 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.

If **we** void this policy and **you** or **your** assignee or representative contest **our** rescission of this policy, **you** must reimburse **us** for all of **our** attorney fees, costs and expenses when **we** prevail in such legal action.

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 **you** make **your** initial payment by check, this policy is void as if never issued, and there will be no coverage at any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution. 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 made by a check and 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 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 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, or his or her assignee, even if a portion of that **person's** claim may be legitimate.
2. Require that any and all benefits paid to that **person** or assignee prior to the discovery of the fraud be reimbursed to **us** by the **person** or assignee 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.

Conditions Precedent

There is no coverage provided under this policy until there has been full compliance with all of the terms and conditions of this policy.

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 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 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. Submit to medical exams, including physical and/or mental examinations, at:
   a. A reasonably accessible site picked by **us**; and
   b. **Our** expense;

   by physicians **we** select as often as **we** may reasonably require. **We** will reimburse:
   a. Reasonable costs for transportation as shown by receipts; or
   b. Mileage at an amount of 16.5 cents per mile according to the 2010 standard mileage rate set by the Internal Revenue Service for operating an automobile for medical services;

   if transportation costs are incurred to get to and from an exam **we** request.
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. 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 and outside the presence of witnesses or other **persons** seeking coverage or benefits under this policy. 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.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to obtain such information. This includes such information as social security numbers, credit history and any other related information. AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business.
9. Provide information required by state or federal law.

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 and must promptly send **us** copies of any legal papers if suit is brought. 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. Give **us** any forms required to be provided to **us** by the Florida motor vehicle insurance inspection laws. Failure to do so, or failure to have **your auto** inspected when and as required by law, may result in coverage denial or suspension.

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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 NON-OWNED COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-400 APPEARS ON **YOUR DECLARATIONS PAGE**.

NAMED DRIVER, NON-OWNED COVERAGE

If **you** have elected Named Driver, Non-Owned Coverage, **we** will only cover the permissive use of a "**non-owned car**" by the **named insured**. The following policy changes shall apply:

1. The general policy definition of "**you**" and "**your**" are revised and "**you**" and "**your**" mean the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
2. The definition of "**insured person**" is revised in all parts of the policy and "**insured person**" means the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
3. No coverage applies under the policy for use of any **car** other than the permissive use of a **non-owned car** by a **named insured**.
4. No coverage applies under the policy for any **person** other than the **named insured**.
5. The "**Other Insurance**" clause in every part of this policy is revised and any insurance **we** provide shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. However, this does not apply as to coverage under Part I - Liability to Others and Part II – **PIP** but only when **our** duty to pay damages, provide a liability defense, and provide **PIP** benefits will be primary as compared to a policy issued to the lessor or **owner** of a rental or leased **car** because:
   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 ss. 324.021(7) and 627.736, Florida Statutes."

   In this case, **our** duty to pay damages applies only for **minimum limits** and **our** defense duty with respect to liability coverage will apply only to the **named insured**. **We** have no duty to defend the lessor or **owner** of that **car**.
6. No Car Damage Coverage applies under the policy.

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** Liability To Others Coverage.
4. Coverage for Uninsured Motorists, this 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.

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 **RENTAL CAR DAMAGE COVERAGE** ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-200 APPEARS ON **YOUR DECLARATIONS PAGE**.

RENTAL CAR DAMAGE COVERAGE ENDORSEMENT

In consideration of an additional premium charge, Part V – Car Damage Coverage - is extended to a rented **car**. The rental **car** may be for pleasure use or as a substitute for **your insured car** which is out of service due to an **accident** or **loss**.

E-200 (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)

AssuranceAmerica
Insurance Company

FLORIDA PERSONAL INJURY PROTECTION BENEFITS (PIP) ENDORSEMENT

Your Florida Personal Car Policy of insurance is amended, and the following shall apply with respect to all Personal Injury Protection ("**PIP**") Benefits for covered benefits pursuant to the **No-Fault Law**. The terms in this endorsement shall supersede any conflicting terms in the policy.

A. The **Additional Definitions for Part II Only** are revised and the following definitions shall apply when used in Part II, notwithstanding anything to the contrary in the policy:

1. "**Death benefits**" means the $5,000 sub-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 Florida Chapter 458 or 459;
   b. A chiropractic physician licensed under Chapter 460;
   c. A dentist licensed under Florida Chapter 466;
   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 Florida Chapter 458 or Florida Chapter 459; or
      (2) An advanced registered nurse practitioner licensed under Florida Chapter 464.
   "**Follow up services and care**", as described above, may also be provided by any of the persons or entities enumerated in § 627.736(1)(a)2.a.-e, Florida Statutes, as amended, or any successor statute.

5. "**Initial services and care**" means lawfully provided, supervised, ordered, or prescribed by a physician licensed under Florida Chapter 458 or Florida Chapter 459, a dentist licensed under Florida Chapter 466, or a chiropractic physician licensed under Florida Chapter 460 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 Florida Chapter 401, which provides emergency transportation and treatment.

6. "**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**:
   a. Medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices; and
   b. Ambulance, hospital, and nursing services for:
      (1) **Initial services and care** rendered within 14 days after a **motor vehicle accident**; and
      (2) **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**, and such services and care are lawfully provided, supervised, ordered, or prescribed by any of the following persons or entities properly licensed under Florida law, and practicing within the scope of that license:
   a. A physician licensed under Chapter 458 or Chapter 459, Florida Statutes;
   b. A dentist licensed under Chapter 466, Florida Statutes;
   c. A chiropractic physician licensed under Chapter 460, Florida Statutes; or
   d. Any of the following persons or entities:
      (1) A hospital or ambulatory surgical center licensed under Chapter 395, Florida Statutes;
      (2) A person or entity licensed under §§ 401.2101-401.45, Florida Statutes, that provides emergency transportation and treatment;
      (3) 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 practitioner or practitioners and the spouse, parent, child, or sibling of that practitioner or those practitioners;
      (4) An entity wholly owned, directly or indirectly, by a hospital or hospitals;
      (5) A health care clinic licensed under §§ 400.990-400.995, Florida Statutes, that is:
         (a) Accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc.; or
         (b) A health care clinic that:
            (I) Has a medical director licensed under Chapters 458, 459, or 460 Florida Statutes;
            (II) Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
            (III) Provides at least four of the following medical specialties:
               (A) General medicine.
               (B) Radiography.
               (C) Orthopedic medicine.
               (D) Physical medicine.
               (E) Physical therapy.
               (F) Physical rehabilitation.
               (G) Prescribing or dispensing outpatient prescription medication.
               (H) Laboratory services.

   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 that law is in effect this **PIP** coverage shall no longer provide benefits for services, supplies or care from that provider.
7. "**Medically necessary**" means a medical service or supply that a prudent physician would provide for the purpose of:
   a. Preventing;
   b. Diagnosing; or
   c. Treating;

   an illness, injury, disease, or symptom in a manner that is:
   a. In accord with generally accepted standards of medical practice;

b. Clinically appropriate in terms of type, frequency, extent, site, and duration; and
c. Not primarily for the convenience of the patient, physician, or other health care provider.

B. The **Insuring Agreement** in Part II is deleted and replaced by the following:

Insuring Agreement
Subject to the limits of liability, if **you** paid the premium for Personal Injury Protection ("**PIP**") when due, and if an **insured person** receives **initial services and care** within 14 days after a **motor vehicle accident**, **we** will pay:
1. 80% of **medical expenses**;
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.

C. The **Limits of Liability** in Part II is deleted in its entirety and replaced by the following:

1. 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 sublimit 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, physician assistant or an advanced registered nurse practitioner has determined that the **insured person** did not have an **emergency medical condition**.

2. **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:
   a. **Insured cars** under this policy;
   b. Premiums paid or shown on the **Declarations Page**;
   c. Persons insured;
   d. Policies or bonds applicable to the **accident**;
   e. Claims made or **persons** injured;
   f. Vehicles or trailers involved in an **accident**;
   g. Heirs, survivors or wrongful death beneficiaries; or
   h. Lawsuits filed.

   There will be no adding, stacking or combining of coverage.
3. **Our** payment will not include the amount of any applicable **PIP** deductible, as shown on the **Declarations Page**. The deductible:
   a. Will be applied for **bodily injury** to:
      (1) The **named insured**; and
      (2) Any dependent **relative**;
      as elected by the **named insured**.

b. 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.
c. 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.
d. A separate deductible shall apply to each **accident**.

4. 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:
   a. Any other coverage under this policy;
   b. Any other policy **we** or another insurer issue; or
   c. Workers' compensation or any similar insurance.
5. **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.
6. 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.
7. 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.
8. When determining the amount **we** will pay for **medical expenses** under this 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 percent of the following schedule of maximum charges, subject to § 627.736(5)(a), Florida Statutes, as amended:
   a. For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.
   b. 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.
   c. For emergency services and care as defined by § 395.002(9), 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.
   d. 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.
   e. 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.
   f. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, then the amount payable is limited to 80 percent 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.
   g. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be paid or reimbursed.

   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 at the time the services, supplies, or care was rendered in the area in which such services were rendered, 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.

D. Clause 4 in the **Additional Terms for Part II** is deleted and replaced with the following:

4. **We** will not pay for any portion of any **medical expense**:
   a. That is greater than the reimbursement set forth above 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 **insured person** an itemized specification of each item that we reduced, omitted, or declined to pay.

E. The following is added to **Additional Terms for Part II**:

9. Notwithstanding anything to the contrary in the policy or this endorsement, 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.

F. The following is added to the **Our Recovery Rights (Subrogation & Reimbursement)** of **Part IV – General Provisions**, and shall only apply to **PART II – PERSONAL INJURY PROTECTION ("PIP")**:

If **we** have a reasonable belief that a fraudulent insurance act has been committed, **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**.

G. The following is added to the policy under **Fraudulent Claims**:

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.

H. Clause 4 set forth in **Other Duties** under **YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES** is deleted and replaced by the following, and anyone claiming any coverage under the policy must:

4. 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:

a. Reasonable costs for transportation as shown by receipts; or
b. Mileage at an amount per mile determined by standard mileage rate set by the Internal Revenue Service for operating an automobile for medical services in effect at the time of the services;

if transportation costs are incurred to get to and from an exam or test **we** request. When **we** request an exam or test in connection with **PIP** coverage under Part II, or for **Medical Payments** under Part III, submission to such exams and tests shall be a condition precedent to receiving any benefits under Part II or III, or receiving benefits pursuant to the **No-Fault Law**.

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.

All other terms and conditions set forth in the policy and any endorsements issued by **us** shall remain in effect.

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:

a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
b. 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.
c. For emergency services and care as defined by § 395.002(9), 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.
d. 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.
e. 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.
f. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, **we** will limit reimbursement to 80 percent 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 will not be reimbursed by us.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect at the time of the services, supplies, or care was rendered and for the area in which such services were rendered, except that it will 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.