

# Florida Commercial Auto Insurance Policy

NATIONAL  
GENERAL<sup>®</sup>  
an **Allstate**<sup>®</sup> company

10954NG (01012022)

PO Box 3199, 450 W. Hanes Mill Rd Ste 101  
Winston-Salem NC 27102-3199

Integon National Insurance Company

**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US. THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, YOUR APPLICATION AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.**

**READ YOUR POLICY CAREFULLY.**

**IMPORTANT:** Please read **your** Florida Commercial **Auto** Insurance Policy carefully as it contains language which may restrict or exclude coverage. The policy specifically addresses who may use **your insured auto** and under what conditions coverage will be afforded.

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, YOUR APPLICATION AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY

**TO REPORT A CLAIM:**

**1-800-468-3466**

Please read your contract carefully. Provisions of this contract and its endorsements (if any) restrict coverage. Be certain you understand all of the coverage terms, the exclusions, and your rights and duties.

**INDEX OF POLICY PROVISIONS**

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## COMMERCIAL AUTO POLICY POLICY AGREEMENT

This Policy is issued and renewed in reliance upon the truth and accuracy of the representations made in the application for this insurance.

**We** will insure **you** for the coverages and Limits of Liability for which a premium is shown in the Declarations Page of this Policy.

In return for payment of the premium and subject to all the terms of this Policy, including all applicable endorsements, the Declarations Page and **your** Application, **we** agree with **you** as follows:

### DEFINITIONS USED THROUGHOUT THIS POLICY

The following words and phrases have special meaning when used throughout this Policy and, unless specifically modified, in the endorsements:

1. **"We," "us" and "our"** mean the Company providing this insurance as shown in the Declarations Page.
2. **"You" and "your"** mean:
  - a. if the Policy is issued in the name of an individual, the person shown in the Declarations Page as the named insured; or
  - b. the organization shown in the Declarations Page as the named insured.
3. **"Bodily injury"** means physical injury, sickness, disease or death. **Bodily injury** does not include harm, sickness, disease or death arising out of a medically defined communicable disease contracted by any person, nor the exposure of such a disease by any person to any other person.
4. **"Property damage"** means damage to or destruction of tangible property, including **loss** of its use.
5. **"Auto"** means a land motor vehicle or **trailer** designed for travel on public roads. It does not include **mobile equipment**.
6. **"Mobile Equipment"** means any of the following types of land vehicles, including any attached machinery and equipment:
  - a. Equipment such as: Bulldozers, power shovels, cranes, rollers, booms, winches, shredders, graders, diggers, mixers, compressors, generators, drills, welders, pumps, farm implements and machinery, forklifts, street sweepers or other cleaners and other similar specialized equipment.
  - b. Vehicles **you** use solely on premises **you** own or rent and on accesses to public roads that adjoin these premises.
  - c. Vehicles designed for normal use off public roads or which do not require licensing in the **state** in which **you** live or **your** business is licensed.
  - d. Vehicles which travel on crawler treads.
  - e. Non-self-propelled vehicles used primarily to provide mobility to the following permanently attached equipment. Air compressors, pumps, generators, spraying, welding, cleaning, lighting, geophysical exploration and well servicing equipment, cherry pickers or other devices used to raise or lower workers, snow removal equipment, or road maintenance equipment.
  - f. Vehicles used primarily for purposes other than transportation of persons or cargo. However, self-propelled vehicles with permanently attached equipment listed below are not **mobile equipment** but will be considered **autos**:
    - 1) Snow removal, road maintenance and street cleaning equipment.
    - 2) Any equipment listed in Definition 6, Part e.
7. **"Accident"** means a sudden, unexpected and unintended event that causes **bodily injury** or **property damage** and arises out of the ownership, maintenance or use of **your insured auto**.
8. **"Loss"** means sudden, direct and accidental destruction or damage.
9. "Your Insured Auto" means:
  - a. Any **auto** described in the Declarations Page, but only for coverages for which a premium charge is shown and any **auto you** replace it with. If **you** want coverage for PART I - LIABILITY TO OTHERS to apply to the replacement, **you** must notify **us** within 30 days of its acquisition. Coverages found in Part IV - AUTO DAMAGE COVERAGE will not apply to the replacement until **you** have notified **us** in writing and have paid the applicable premium for coverage.
  - b. Any additional **auto** which **you** acquire during the policy period provided **we** already insure all **autos** that **you** own. If **you** want coverage for PART I - LIABILITY TO OTHERS to apply to the additional **auto you** must notify **us** within 30 days of its acquisition. Coverage found in PART IV - AUTO DAMAGE COVERAGE will not apply until you have notified **us**, in writing, of its acquisition and paid the applicable premium for coverage.
  - c. Any **auto** not owned by **you** while **you** are temporarily driving it as a substitute for any other **auto** described in this definition because of its withdrawal from normal use due to breakdown, repair, servicing, **loss**, or destruction. Coverage for PART IV - AUTO DAMAGE COVERAGE does not apply to these temporary substitute **autos**.
10. **"Occupying"** means in, on, getting into, getting off, or getting out of.

11. **"State"** means the District of Columbia, any **state**, territory or possession of the United States and any province of Canada.
12. **"Relative"** means, if **you** are an individual, a person living in **your** household related to **you** by blood, marriage or adoption, including a ward, stepchild or foster child.
13. **"Insured"** means any person or organization qualifying as an **insured** under the coverage wording of each separate coverage section of this Policy.
14. **"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **"Trailer"** means a trailer, farm wagon or farm implement weighing 2,000 pounds or less and designed to be pulled by an **"auto,"** or a **trailer** specifically listed in the Declarations Page. A **"trailer"** does not mean a mobile home.

## DUTIES AFTER AN ACCIDENT OR LOSS

### NOTICE OF ACCIDENT OR LOSS

In the event of an **accident** or **loss**, **you** must report it to **us** immediately by calling **our** toll-free claims reporting number 1-800-468-3466. The report must give the time, place and circumstances of the **accident** or **loss**, including the names and addresses of any injured persons, of any witnesses and the license plate numbers of the vehicles involved.

### GENERAL DUTIES

A person claiming any coverage under his or her Policy must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit.
2. Promptly send **us** copies of any notices or legal papers filed or received in connection with the **accident** or **loss**.
3. Submit, as often as **we** reasonably require, to physical examinations by physicians **we** select. **We** will pay for these examinations.
4. Authorize **us** to obtain:
  - a. medical reports; and
  - b. other pertinent records as **we** require.
5. Submit a written proof of **loss** when required by **us**.
6. Attend hearings and trials as required.
7. Provide **us** with signed and recorded statements and submit to examinations under oath as **we** may reasonably require.
8. Refuse, except at **your** personal expense, to assume any obligations or incur any expense other than medical or surgical care imperative at the time of any **accident**.

9. Convey title to and possession of the damaged, destroyed or stolen property to **us** if **our** payment is based on a total **loss** or constructive total **loss** of the property; a constructive total **loss** occurs when the cost of repairs exceeds the lesser of the actual cash value of the damaged property immediately before the **loss**, or the Limits of Liability of the damaged property as indicated in the Declarations Page.

### ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

A person seeking Uninsured Motorists Coverage must also:

1. Immediately notify the police if a hit-and-run driver is involved, but no later than 24 hours after the **accident** if physically able to do so.
2. Serve a copy of any legal action and all pleadings on **us** as required by law.

### ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking coverage for damage to **your insured auto** must also:

1. Take reasonable steps after a **loss** to protect **your insured auto** and its equipment from further **loss**, provided that **we** shall pay reasonable and necessary expenses incurred in providing that protection provided further that if **you** fail to do so, any further damages will not be covered under this Policy. Keep a record of **your** expenses for consideration in the settlement of a claim.
2. Promptly notify the police, within 24 hours of the occurrence, if **your insured auto** or any of its equipment is stolen or vandalized; and
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

Failure to comply with any of the above duties shall void coverage under this Policy and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims.

### ADDITIONAL PREMIUM AGREEMENT

**You** acknowledge that the premium for each term of **your** Policy is determined by information in **our** possession at the inception date of the policy period. Any change in this information during the period which would affect the rating of **your** Policy give **us** the right to make an additional charge on a pro rata basis. In addition, **you** have a duty to inform **us** of any such change.

1. If a premium adjustment is necessary because of an error made by **us** or **our** agent, **we** shall:
  - a. Notify **you** of the nature of the error and the amount of additional premium required; and

- b. Offer to cancel the policy pro rata based on the original (incorrect) premium for the period for which coverage was provided; or
  - c. Offer to continue the policy for its full term with the correct premium applying for the entire term.
2. If the premium revision results from erroneous or incomplete information supplied by **you** or on **your** behalf, **we** shall:
- a. Correct the premium or rate retroactive to the effective date of the Policy; and
  - b. Notify **you** of the reason for the amount of the change. **You** may cancel the Policy by not paying the additional premium. **We** will notify **you** of the date such cancellation becomes effective and compute any return premium based on the correct premium.
3. In the event **we** discover that additional premium is due when **we** adjust a claim under PART IV I- AUTO DAMAGE COVERAGE, **you** agree that such a premium may be deducted from the amount of payment otherwise due under PART IV I- AUTO DAMAGE COVERAGE if such payment is to benefit **you** either directly or indirectly.

## PART I - LIABILITY TO OTHERS

### INSURING AGREEMENT: COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE

**We** will pay on behalf of an **insured** damages except punitive damages, exemplary damages, and prejudgment interest for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an **auto accident** arising out of the ownership, maintenance or use of **your insured auto**. However, if the Declarations do not indicate that you have purchased Bodily Injury liability coverage, this Policy does not provide coverage for "Bodily Injury" liability in the state of Florida or in any other state except as provided under "Conformity with State Financial Responsibility Laws" provision under Part I of this policy. If the Declarations do not indicate that you have purchased Property Damage liability coverage, this Policy does not provide coverage for "Property Damage" liability. **We** will settle or defend, as **we** consider appropriate, any claim or suit for damages except punitive, exemplary, and prejudgment interest covered by this PART I - LIABILITY TO OTHERS. In addition to **our** Limits of Liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **we** offer to pay **our** Limits of Liability for this coverage. **We** have no duty to defend any suit, settle any claim or pay any judgment for **bodily injury** or **property damage** not covered under this Policy.

### ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this PART I - LIABILITY TO OTHERS, "**Insured**" means:

- 1. You while driving your insured auto.
- 2. Any additional driver listed on **your** Declarations Page, but only while driving **your insured auto**.
- 3. **You** while driving any **auto** other than **your insured auto**, except:
  - a. an **auto you** hire or borrow from **your** employees or members of **your** household.
  - b. **autos** furnished for **your** regular or frequent use.
  - c. an **auto** hired by **you** unless it is specifically listed in the Declarations Page.
- 4. Any other person or organization with respect only to legal liability of that person or organization for acts or omissions of any person covered under this Part while driving **your insured auto**. However, the owner or anyone else from whom **you** hire or borrow an **insured auto** is an **insured** only if that **auto** is a **trailer** connected to **your insured auto you** own.
- 5. Anyone else driving **your insured auto** with **your** expressed permission and within the scope of that expressed permission. However, the owner or anyone else from whom **you** hire or borrow an **insured auto** is an **insured** only if that **auto** is a **trailer** connected to **your insured auto you** own.

The following are not **insureds** under PART I - LIABILITY TO OTHERS:

- 1. The United States of America or any of its agencies.
- 2. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an **auto** by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the **bodily injury** or **property damage**.

When used in PART I - LIABILITY TO OTHERS, the definition of **auto** shall also include, **mobile equipment** but only while being carried or towed by **your insured auto**.

### ADDITIONAL PAYMENTS

**We** will pay, in addition to **our** Limits of Liability.

- 1. All costs **we** incur in the settlement of a claim or defense of a lawsuit seeking damages payable under the terms of this Policy.
- 2. Interest accruing after a judgment is entered in any lawsuit **we** defend where damages are payable under the terms of this Policy. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** Limits of Liability. If there is an excess liability Policy, **we** will only pay interest on that portion of the judgment that does not exceed **our** Limits of Liability.

3. Premiums on appeal and attachment bonds required in any lawsuit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** Limits of Liability. **We** have no duty to apply for or furnish bonds.
4. Up to \$250 for a bail bond required due to a traffic law violation resulting in **bodily injury or property damage** covered by PART I - LIABILITY TO OTHERS; but **we** have no duty to apply for or furnish such a bond;
5. Reasonable expenses, except **loss** of earnings, incurred at **our** request.

## EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, **YOU** WILL NOT HAVE COVERAGE FOR AN **ACCIDENT** OR **LOSS** THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

### LIABILITY TO OTHERS and OUR DUTY TO DEFEND does not apply to:

1. **Bodily injury or property damage** either expected or caused intentionally by or at the direction of an **insured**.
2. Any liability assumed by an **insured** under any contract or agreement including liability imposed upon an **insured** by statute arising from the **insured's** sponsorship of a minor for an operator's license.
3. Any obligation for which an **insured** or the insurer of that **insured** may be held liable under a Workers' Compensation, Unemployment Compensation, Disability Benefits law or any similar law.
4. **Bodily injury or property damage** for which any person is **insured** under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.
5. **Bodily injury** to fellow employees of the **insured** arising out of and in the course of their employment.
6. **Bodily injury, property damage or loss** due to defects, deficiencies, inadequacies or dangerous conditions in **your** products or in work **you** performed. This includes erroneous deliveries of liquids into a wrong receptacle or to a wrong address, and erroneous delivery of one liquid product for another.
7. **Bodily injury** to an employee of an **insured**, or a spouse, child, parent, brother, or sister of that employee, arising out of or within the course of employment. This exclusion applies whether the **insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply, however, to **bodily injury** to domestic employees who are not entitled to Workers' Compensation, disability benefits or other similar law.
8. **Bodily injury or property damage** arising out of **auto** business operations, including, but not limited to, the selling, repairing, servicing, storing or parking of **autos**.
9. Damage to property rented to an **insured** except a residence or private garage.
10. Bodily injury or property damage resulting from:
  - a. the loading of property before it has been placed in or on **your insured auto**, or
  - b. the unloading of property after it has been taken off or out of **your insured auto**, or
  - c. the movement of property by any device other than a hand truck or a mechanical device that is permanently attached to **your insured auto**, or
  - d. the movement, loading or unloading of property by anyone who is not **your** employee, a renter or a borrower of **your insured auto** or their employee.
11. **Bodily injury or property damage** arising out of the ownership, maintenance or use of an **auto**, other than **your insured auto** which is owned by or furnished or available for regular use by **you**.
12. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants:
  - a. That are contained in any property that is:
    - 1) Being transported or towed by, or handled for movement into, onto or from **your insured auto**;
    - 2) Otherwise being transported by or on behalf of the **insured**; or
    - 3) Being stored, disposed of, treated or processed in or upon **your insured auto**.
  - b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the **insured auto**; or
  - c. After the **pollutants** or any property in which the **pollutants** are contained are moved from **your insured auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.  
 Paragraph a, part 3 of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of **your insured auto** or its parts, if:
    - 1) The **pollutants** escape or are discharged, dispersed or released directly from **your insured auto** part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and is a part that would be required for the customary operation of **your insured auto**; and



- 2) The **bodily injury** or **property damage** does not arise out of the operation of any **mobile equipment**.

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

- 1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of **your insured auto**; and
  - 2) The discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
13. Any **loss**, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
  14. **Bodily injury** to an **insured**, which is caused by the spouse, child, parent, brother, or sister of the **insured**.
  15. **Bodily injury** or **property damage** arising out of the operation of **your insured auto** by any driver not meeting legal age requirements to operate a vehicle shown in the **state** shown in the Declarations Page.
  16. For **bodily injury** or **property damage** arising out of the ownership or maintenance of **your insured auto** while it is being operated in or while in practice or preparation for any race event, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
  17. **Bodily injury** or **property damage** due to war (declared or undeclared), civil war, insurrection, rebellion, revolution, or any act or condition incidental to these.
  18. **Bodily injury** or **property damage** caused when **your insured auto** is used as a public or livery conveyance or used to carry persons for a fee. This exclusion does not apply to shared-expense car pools.
  19. **Bodily injury** or **property damage** arising from the operation of any equipment listed in the definition of **mobile equipment**, definition 6, paragraph e, regardless of whether the equipment is **your insured auto** or is attached to **your insured auto**.
  20. **Bodily injury** resulting from the discharge of any firearm or weapon in connection with the ownership, maintenance or use of any **auto**.
  21. **Bodily injury** or **property damage** while using an **auto** without or beyond the scope of the owner's expressed or implied permission.

22. **Property damage** to property:
  - a. rented to;
  - b. used by; transported by; or
  - c. in the care, custody, control of;  
an **insured**, including **damage** to **autos** being towed by the **insured**. This exclusion does not apply to a rented residence or rented garage.
23. Any obligation for which the United States Government is liable under Federal Tort Claim Act.
24. **Bodily injury** or **property damage** caused by or through the ownership, use or operation of any **mobile equipment** or other apparatus attached to or pulled by **your insured auto** except while **your insured auto** is in transit on a public roadway.
25. **Bodily injury** or **property damage** resulting from the explosion or discharge of Class A and B explosives, poisonous gas, liquid gas, compressed gas, or radioactive material and all other materials and/or commodities as listed in the Motor Carrier Act (49 CFR 173, 172.101, 173.389, 171.389, 171.8), manufactured, sold, transported, handled or distributed by an **insured**.
26. Bodily injury to you or an insured while operating your insured auto.
27. While occupying any **auto** while:
  - a. being used in any unlawful activity (other than a traffic violation) or
  - b. used or operated in an attempt to flee a law enforcement agent and that person is a willing participant in such activity listed in a) or b) above.

#### **CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS**

When **we** certify this Policy as proof of financial responsibility under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law in the **state** where the Policy is certified. **You** must reimburse **us** for any payment **we** make which **we** would not have been obligated to make under the terms of this Policy except for the agreement contained in this paragraph.

When **we** certify this Policy as proof under any financial responsibility law, **we** will apply the Limits of Liability to provide the separate limits required by such law to the extent of the coverage provided by the law in the **state** where the Policy is certified. The separate application of the Limits of Liability for **your insured auto** will not increase **our** total Limits of Liability under this Policy.

#### **LIMITS OF LIABILITY**

Regardless of the number of **your insured autos**, separate premiums paid, **insureds**, claims made, vehicles involved or lawsuits brought, **we** will pay no more than the Limit of Liability shown for this coverage in the Declarations Page, subject to the following:

## 1. COVERAGE REQUIRED BY FILINGS

If **we** are required by any applicable filing which **we** have made on **your** behalf to provide coverage not otherwise provided by this Policy under this PART I - LIABILITY TO OTHERS, to any person or organization, the coverage provided hereunder for such person shall be the minimum coverage required by law. If **we** are required to make any payment under this Policy that would not have been made except for the certification, **you** must reimburse **us**.

## 2. COMBINED BODILY INJURY AND PROPERTY DAMAGE LIMITS:

Subject to Section 1 above, if **your** Declarations Page indicates that combined **bodily injury** and **property damage** limits apply, the most **we** will pay for the aggregate of all damages resulting from any one **accident** is the combined liability insurance limit shown in the Declarations Page.

## 3. SEPARATE BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY LIMITS

Subject to Section 1 above, if **your** Declarations Page indicates that Separate **Bodily Injury** liability and **Property Damage** liability Limits apply:

- a. The **bodily injury** liability limit for "each person" listed in the Declarations Page is the maximum **we** will pay for **bodily injury** sustained by any one person in any one **accident**, and only the limit for "each person" will apply to the aggregate of claims made for such **bodily injury** and any and all claims derived from such **bodily injury** including, but not limited to, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death.
- b. Subject to the **bodily injury** liability limit for "each person," the **bodily injury** limit for "each accident" listed in the Declarations Page is the maximum we will pay for **bodily injury** sustained by two or more persons in any one accident, including all derivative claims which include, but are not limited to, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death.
- c. The **property damage** liability limit for "each accident" listed in the Declarations Page is the maximum **we** will pay for all **property damage** sustained in any one **accident**.

For the purpose of determining **our** Limit of Liability under Sections 1, 2, or 3 above, all **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same conditions shall be considered as resulting from one **accident**.

**Your insured auto** and a **trailer** or **trailers** attached thereto shall be deemed to be one **auto** as respects **our** Limit of Liability.

Any amount payable under PART I - LIABILITY TO OTHERS to or for an injured person will be reduced by any payment made to that person under any PART III - SPLIT UNINSURED MOTORIST COVERAGE - STACKED, or PART II - EXPENSES FOR MEDICAL SERVICES TO INSURED'S coverages of this Policy.

## OTHER INSURANCE

Subject to the above, if there is other applicable liability insurance on an **accident** covered by this PART I - LIABILITY TO OTHERS for a newly acquired **auto**, or an **auto** used as a temporary substitute **auto**, coverage under this Policy will be excess to all other applicable insurance.

This coverage is primary when **your insured auto** which is a **trailer** is attached to **your insured auto you own** and is excess while attached to a motor vehicle **you do not own**.

If there is other applicable liability insurance on an **accident** covered by this PART I - LIABILITY TO OTHERS, **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 an **auto you do not own** shall be excess over any other insurance.

If any applicable insurance other than this Policy is issued by **us** and is applicable to a covered **accident**, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

## OUT OF STATE COVERAGE

If an **insured** becomes subject to the financial responsibility laws or the compulsory insurance law or similar law of another **state** because of the ownership, maintenance or use of **your insured auto** in that **state**, **we** will interpret this Policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other vehicle liability insurance applies. No person may, in any event, collect more than once for the same elements of **loss**. However, if the **auto accident** involves a vehicle, covered under this Policy, which is either registered in such other **state** or province or has been operated in such other **state** or province for 30 days or more within the calendar year including the **auto accident**, then the coverage under this Policy shall not be modified in any way, and the Limits of Liability shall not be increased.

## PART II - EXPENSES FOR MEDICAL SERVICES TO INSURED'S

### INSURING AGREEMENT: COVERAGE FOR MEDICAL PAYMENTS

If **you** purchase this coverage, **we** will pay reasonable expenses incurred three years from the date of the **accident** for necessary medical expenses because of **bodily injury** sustained in the **accident** by an **insured** while occupying **your insured auto**.

## ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

1. As used in this Part II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS, "**Insured**" means:
  - a. You, if an individual, or a relative while occupying your insured auto.
  - b. Any other person **occupying your insured auto** while being used by **you**, a **relative** or another person if that person has **your** expressed permission to use **your insured auto** and it is used within the scope of **your** expressed permission.
2. "**Medical expenses**" mean reasonable, necessary and curative medical, surgical, dental, X-ray, ambulance, hospital and funeral services, including the cost of pharmaceuticals, orthopedic and prosthetic devices
3. "**Accident**" means a sudden, unexpected and unintended event that causes **bodily injury**.

## EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, **YOU WILL NOT HAVE COVERAGE FOR AN ACCIDENT THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.**

**We** do not cover medical expenses incurred because of **bodily injury** to any person:

1. Caused when **your insured auto** is used as a public or livery conveyance or used to carry persons for a fee. This exclusion does not apply to shared-expense car pools.
2. **Occupying** a vehicle while being used as a residence or premises.
3. Sustained while **occupying** an **auto** which is owned by or furnished or available for regular use by **you** or a **relative** and not listed in the Declarations Page of this Policy.
4. Occurring in the course of employment if benefits are payable or must be provided under a Workers' Compensation law or similar law.
5. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or a consequence of any of these.
6. While occupying any **auto** while:
  - a. being used in any unlawful activity (other than a traffic violation) or
  - b. used or operated in an attempt to flee a law enforcement agent and that person is a willing participant in such activity listed in a) or b) above.

7. Arising out of the ownership or maintenance of **your insured auto** while it is being operated in or while in practice or preparation for any race event, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
8. Caused by the operation of **your insured auto** by any driver not meeting legal age requirements to operate a vehicle in the **state** shown in the Declarations Page.
9. While it is being used or maintained by a person when employed in the business of selling, repairing, parking, storing, servicing, delivering, road testing, or storing **autos**.
10. To any person entitled to receive similar services from the United States Government or its military services.
11. Sustained while **your insured auto** is being operated by a person without **your** expressed permission.
12. Sustained in any **accident** which occurs outside the policy territory.
13. Sustained while using or **occupying** a non-owned **auto** or a temporary substitute **auto**.

## LIMIT OF LIABILITY

**Our** Limit of Liability for payments provided under this PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS for covered medical expenses incurred by one or more persons in any one **accident** shall not exceed the amount stated in the Declarations Page for each **accident**. Regardless of the number of **your insured autos**, premiums paid, **insureds** injured, claims made, policies applicable, or vehicles involved in any one **accident**, **we** shall pay no more than the Limit of Liability shown for this coverage in the Declarations Page for any one **accident**.

The limit for funeral expenses shall not exceed \$1,500 per person, subject to the maximum per **accident** limit of liability listed in the Declarations Page for this coverage.

**We** will not be liable under this Policy for any medical expense paid or payable under the provisions of any:

1. Workers' Compensation or disability benefits law or any similar law; or
2. State No-Fault Law requiring personal injury protection coverage.

Any amount paid or payable under PART I - LIABILITY TO OTHERS or PART III - SPLIT UNINSURED MOTORISTS COVERAGE - STACKED of this Policy shall be deducted from the amounts payable under this PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS if the **insured** has been fully compensated for his or her injuries.

## TRUST AGREEMENT

If **we** pay an **insured** for an **accident** under this PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS, **we** have a lien against the proceeds of any settlement made by that person against any other party who is legally liable for the injuries sustained. An **insured** must hold in trust for **us** all rights that person has against any other person or organization legally responsible for the **bodily injury** sustained. An **insured** receiving payment under this section shall do whatever is necessary to protect **our** rights under this Trust Agreement.

## OTHER INSURANCE

If there is other applicable **auto** medical payment insurance for medical expenses covered by this PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS, **we** shall pay the proportionate share **our** Limits of Liability bear to the total of all applicable **auto** medical payments limits. Coverage afforded under PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS other than **you** or a **relative** is excess over such other applicable **auto** medical payment insurance, and is then afforded only in the amount by which the Limits of Liability under this PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS exceed the Limits of Liability of other **auto** medical payment insurance available to such person.

If any applicable **auto** insurance other than this Policy is issued by **us**, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest Limits of Liability.

## PART III - UNINSURED MOTORISTS COVERAGE

### INSURING AGREEMENT:

**We** will pay damages, except punitive damages, exemplary damages and prejudgment interest, for **bodily injury** which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** up to the Limit of Liability as defined in this PART III - UNINSURED MOTORIST COVERAGE. The **bodily injury** must be caused by an **accident** and arise out of the ownership, maintenance or use of an **uninsured motor vehicle**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by any resulting judgment.

### ADDITIONAL DEFINITIONS USED IN THIS PART ONLY:

As used in this Part:

1. "**Insured**" means:
  - a. **You**.
  - b. If **you** are an individual, any **relative**.
  - c. Anyone else **occupying** an **insured auto** or a temporary substitute for an **insured auto**. The **insured auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.

- d. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.
2. "**Relative**" means a person living in **your** household and related to **you** by blood, marriage or adoption, including a ward or foster child.
3. "**Occupying**" means in, upon, getting in, on, out or off.
4. "**Uninsured Motor Vehicle**" means a land motor vehicle or **trailer** of any type;
  - a. To which no bodily injury liability bond or policy applies at the time of the **accident**.
  - b. To which a bodily injury liability bond or policy applies at the time of the **accident** but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
  - c. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an **accident** resulting in **bodily injury** without hitting;
    1. you or any relative;
    2. a vehicle which **you** or any **relative** are **occupying**; or
    3. your insured auto.
  - d. to which a bodily injury liability bond or policy applies at the time of the **accident** but the bonding or insuring company;
    1. denies coverage; or
    2. is or becomes insolvent.

But, "**Uninsured Motor Vehicle**" does not mean a vehicle or equipment:

- a. Operated on rails or crawler-treads;
- b. Which is a farm-type tractor or equipment designed for use principally off public roads, while not on public roads;
- c. Located for use as a residence or premises;
- d. Owned by or furnished or available for the regular use of **you** or any **relative** unless it is a **your insured auto** to which Part I of the policy applies and liability coverage is excluded for any person other than **you** or any **relative** for damages sustained in the **accident** by **you** or any **relative**;
- e. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- f. Owned by a governmental unit or agency;
- g. "Uninsured Motor Vehicle" does not include mobile equipment.

## EXCLUSIONS

EXCLUSIONS - PLEASE READ THE EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, AN **INSURED** WILL NOT HAVE COVERAGE FOR AN **ACCIDENT** THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

### We do not cover bodily injury sustained by a person:

1. If that person or the legal representative of that person makes a settlement of a claim without **our** consent, unless **our** right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in paragraph 4.b. of the definition of an **Uninsured Motor Vehicle**.
2. To **bodily injury** sustained by a person while **occupying your insured auto** owned by **you** or a **relative** for which insurance is not afforded under PART I - LIABILITY TO OTHERS, or through being struck by that **auto**. This exclusion does not apply to any Stacked Uninsured Motorist Coverage provided except when **you** or a **relative** are struck by that **auto**.
3. To **bodily injury** sustained by a person if that person or the legal representative of that person makes a settlement or prosecutes any action to judgment without **our** written consent.
4. To **bodily injury** sustained by a person while **occupying your insured auto** while being used as a public livery or conveyance or is used to carry persons for a fee. This exclusion does not apply to shared-expense car pools whose members are on the way to or from the same place of employment.
5. For the benefit of any insurer or self-insurer under any Workers' Compensation disability benefits, or other similar law of the United States of America or any **state** or any political subdivision thereof.
6. To **accidents** occurring outside any **state**, territory, or possession of the United States and any province or territory of Canada, or while an **auto** is being transported between their ports.
7. For the benefit of the United States or any of its military services or agencies.
8. To **bodily injury** sustained while **occupying your insured auto** without the expressed or implied permission of **you** or a **relative**.
9. For any punitive, exemplary damages, prejudgment, postjudgment or legal costs related thereto.
10. Which is caused by the spouse or **relative** of the **insured**.

## LIMIT OF LIABILITY

### Stackable Uninsured Motorist Limits

1. Regardless of the number of **your insured autos**, **insureds**, premiums paid, claims made or vehicles

involved in the **accident**, the most we will pay for **bodily injury** to any one person resulting from any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit of "**Bodily Injury**" for each person shown in the Declarations applicable to each **insured auto**.

- a. If there is more than one **your insured auto** and **bodily injury** is sustained by **you** or any **relative**, our LIMIT OF INSURANCE for each person in any one **accident** is the sum of the limits of **Bodily Injury** for each person shown in the Declarations applicable to each **your insured auto**. Subject to the maximum limit of "**Bodily Injury**" for each person:
  - (1) The most **we** will pay for **bodily injury** sustained in an **accident** by an **insured** other than **you** or any **relative** is that **insured's** pro rata share of the **Bodily Injury** for each person shown in the Declarations that applies to the vehicle that **insured** was **occupying** at the time of the **accident**.
  - (2) **You** or any **relative** who sustained **bodily injury** in that **accident** will also be entitled to a pro rata share of the limit described in paragraph 1.a.(1) above.
  - (3) A person's pro rata share of the limit described in paragraph 1.a.(1) shall be the proportion that that person's damages bear to the sum of:
    - (a) The total damages sustained by all **insureds** other than **you** or any **relative**; and
    - (b) That portion of the damages sustained by **you** and/or any **relative** which remains after the "**Bodily Injury**" limit for each person shown in the Declarations applicable to any vehicle insured under this Coverage Form, which was not involved in the **accident**, has been exhausted.
- b. If **bodily injury** is sustained by **you** or any **relative** while not **occupying** any **auto**, or while **occupying** a vehicle not owned by **you** or any **relative**, the most we will pay for all damages resulting from the **accident** is the highest limit of "**Bodily Injury**" for each person shown in the Declarations for this coverage that applies to any one of **your insured autos**.
- c. If **bodily injury** is sustained in an **accident** by an **insured** other than **you** or any **relative** in which neither **you** or any **relative** sustained **bodily injury**, the limit of "**Bodily Injury**" for each person in the Declarations for this coverage, at the time of the **accident**, is our maximum limit for **bodily injury** resulting from that **accident**.

2. Subject to the limit for each person, regardless of the number of **your insured autos, insureds**, premiums paid, claims made or vehicles involved in the **accident**, the most **we** will pay for **bodily injury** resulting from any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit of "**Bodily Injury**" for each **accident** shown in the Declarations applicable to each **your insured auto**.
    - a. If there is more than one **your insured auto**, and **bodily injury** is sustained by **you** or any **relative**, our LIMIT OF INSURANCE for any one **accident** is the sum of the limits of "**Bodily Injury**" for each **accident** shown in the Declarations applicable to each **your insured auto**. Subject to the maximum limit of "**Bodily Injury**" for each **accident**.
      - (1) The most **we** will pay for **bodily injury** sustained in that **accident** by an **insured** other than **you** or any **relative**, is that **insured's** pro rata share of the "**Bodily Injury**" for each **accident** limit shown in the Declarations applicable to the vehicle the **insured** was **occupying** at the time of the **accident**.
      - (2) **You** or any **relative** who sustains **bodily injury** in that **accident** will also be entitled to a pro rata share of the limit described in paragraph **2.a.(1)** above.
      - (3) A person's pro rata share of the limit described in paragraph **2.a.(1)** shall be the proportion that that person's damages bear to the sum of:
        - (a) The total damages sustained by all **insureds** other than **you** or any **relative**; and
        - (b) That portion of the damages sustained by **you** and/or any **relative** which remains after the limit for this coverage applicable to any **insured auto**, which was not involved in the **accident**, has been exhausted.
    - b. If **bodily injury** is sustained by **you** or any **relative** while not **occupying** any **auto** or while **occupying** a vehicle not owned by **you** or any **relative**, the most **we** will pay for all damages resulting from the **accident** is the highest limit of "**Bodily Injury**" for each **accident** shown in the Declarations for this coverage that applies to any one of **your insured autos**.
    - c. If **bodily injury** is sustained in an **accident** by any **insured** other than **you** or any **relative** in which neither **you** nor any **relative** sustained **bodily injury**, the limit of "**Bodily Injury**" for each **accident** shown in the Declarations for this coverage, at the time of the **accident**, is our maximum limit for **bodily injury** resulting from that **accident**.
  3. Amounts payable under this section will be reduced by:
    - a. A payment made by the owner or operator of the **uninsured motor vehicle** or any other **auto**, or by an organization which may be legally liable;
    - b. A payment under PART I - LIABILITY TO OTHERS coverage of the Policy;
    - c. A payment made or amount payable because of the **bodily injury** under any Workers' Compensation law, disability benefits law or similar law;
    - d. A payment under PART II - EXPENSES FOR MEDICAL SERVICES TO INSUREDS coverage of the Policy;
    - e. A payment under any other provision of this contract.
  4. In no event will an **insured** be entitled to receive duplicate payment for the same elements of damages.
  5. Any amount paid under this insurance will reduce any amount an **insured** may be paid for the same element of damages under PART I - LIABILITY TO OTHERS.
- PROOF OF CLAIM**
- The "Duties After an Accident or Loss, Notice of Accident or Loss" section of **your** Policy applies to PART III - UNINSURED MOTORISTS COVERAGE, and under this PART III - UNINSURED MOTORISTS COVERAGE:
1. Each person making claim under this PART III - UNINSURED MOTORISTS COVERAGE must give **us** full details of his or her injuries and treatment. Proof of claim shall be submitted on forms provided by **us** unless **we** fail to provide them within fifteen (15) days after notice of the claim.
  2. Such person shall, after each request from **us**, execute authorization to enable **us** to obtain medical reports and records relating to employment.
  3. Such person shall initiate suit against the **uninsured motor vehicle** owner or operator at **our** request to protect all legal rights such person making claim or **we** have against such **uninsured motor vehicle** owner or operator.
  4. If a person making claim under this PART III - UNINSURED MOTORISTS COVERAGE undertakes any legal action against the **uninsured motor vehicle** owner and/or operator, such person making claim shall provide written notice to **us** advising **us** of such action.
- ARBITRATION**
1. If an **insured** and **we** do not agree:
    - a. that the **insured** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle**; or

- b. as to the amount of payment under this Part, then the matter may be mediated, in accordance with the Mediation provision contained in PART V- GENERAL PROVISIONS, if the damages resulting from **bodily injury** are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- 2. The **insured** will pay the arbitrator he or she selects. **We** will pay the arbitrator **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. Attorney fees and fees paid to medical and other expert witnesses are not expenses of arbitration and will be paid by the person incurring them.
- 3. Arbitration will take place in the county where the **insured** lives. Local court rules governing procedures and evidence will apply. The decision in writing of any two arbitrators will be binding, subject to the terms of this policy of insurance.

#### FLORIDA ARBITRATION ACT

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

#### OTHER INSURANCE

If there is other applicable similar insurance, **we** will not pay for any damages which would duplicate any payment made for damages under such similar insurance. However, any insurance **we** provide with respect to a vehicle **you** do not own, to which other collectible **Uninsured Motorist** insurance is applicable, shall be excess over such other applicable insurance.

Paragraph 8. TWO OR MORE AUTO POLICIES OF PART V - GENERAL PROVISIONS does not apply to Stackable Uninsured Motorists Coverage. However, no one will be entitled to receive duplicate payment for the same elements of damages.

#### OUR RECOVERY RIGHTS (SUBROGATION)

- A. If **we** pay an **insured** for **bodily injury** under this coverage:
  - 1. **We** are entitled to recover from the **insured** an amount equal to such payment if there is a legal settlement made on his behalf against any person or organization legally responsible for the **bodily injury**.
  - 2. The **insured** must hold in trust for **us** all rights which he has to recover money from any person or organization legally responsible for **bodily injury**.

- 3. The **insured** must do everything proper to secure **our** rights of recovery and do nothing to prejudice these rights.
- 4. If **we** ask the **insured** in writing, the **insured** shall take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery.
- 5. The **insured** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.
- B. **Our** rights do not apply under this provision with respect to Uninsured Motorists Coverage if **we**:
  - a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of a vehicle described in paragraph **b.** of an **uninsured motor vehicle**; and
  - b. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

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

#### PART IV - AUTO DAMAGE COVERAGE

##### INSURING AGREEMENT:

If **you** pay a specific premium for **Auto** Damage Coverage, **we** will pay for **loss** to **your insured auto** or its factory installed equipment less any applicable deductibles for each separate **loss** caused by:

- 1. "**Collision**" only if the Declarations Page indicates that **Collision** Coverage is provided for that **auto**, or
- 2. "**Comprehensive**" only if the Declarations Page indicates that **Comprehensive** Coverage is provided for that **auto**, or
- 3. "Fire and Theft with combined additional coverage" only if the Declarations Page indicates that Fire and Theft with combined additional coverage is provided for that auto.

**We** will pay under **Comprehensive** Coverage for the cost of repairing or replacing the damaged windshield on your **insured auto** without a deductible.

## PAYMENT OF LOSS

**We** may pay the **loss** in money or repair or replace damaged or stolen property with other of like kind and quality. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the owner or to the address shown in the Declarations Page, with payment for any 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**. The repair estimate may include original manufacturer's parts or other quality parts sufficient to restore **your insured auto** to pre-loss condition. These parts are required to be at least equal in terms of fit quality, performance and warranty to the original manufacturer parts they replace.

**We** may make payment for a **loss** to **you** or to the owner of the property and to a repair facility and to any applicable lienholder. Payment for a **loss** is required (1) only if **you** have fully complied with the Policy provisions, and (2) no later than sixty days after **we** have received proof of **loss**.

## LIMITS OF LIABILITY

**Our** Limits of Liability for **loss** shall not exceed the lesser of:

1. the actual cash value of the stolen or damaged property;
2. the amount necessary to repair or replace the property with other of like kind and quality, less deduction for any applicable depreciation;
3. the amount stated in the Declarations Page of this Policy.

**Our** payment for **loss** will be reduced by any applicable deductible shown in the Declarations Page and any old damage to vehicle. If repair or replacement of damaged property increased the overall value of **your insured auto**, **we** may deduct this amount from the repair cost. If **we** pay the actual cash value of **your insured auto** less deductible, **we** are entitled to all salvage. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total loss.

Further, if the Limits of Liability **you** declared on the application or endorsement is less than 90% of the actual cash value at the time of **loss** to **your insured auto**, **you** will share with **us** in the cost of repair or replacement as follows:

- a. **We** will pay the same portion of the **loss** which the Limits of Liability bear to 90% the actual cash value of **your insured auto** at the time of **loss**.
- b. **We** will reduce the amount of **loss** by the Auto Damage deductible shown in the Declarations Page prior to calculating the proportionate amount **we** will pay.

The maximum payment for all electronic equipment, not installed by the original manufacturer, designed for the reproduction of sound will be \$500, unless additional equipment coverage has been purchased. This applies to both **Collision** and **Comprehensive**.

## TOWING AND STORAGE CHARGES

If you pay a premium for Collision, Comprehensive, or Fire and Theft with combined additional coverage under this Policy after a loss, we will pay you:

1. up to \$250.00 per **loss** for Towing charges.
2. up to \$25.00 per day, but not more than a total of \$375.00 per **loss**, for Storage charges.

**You** or a **relative** must advise **us** of these charges within 24 hours of the **loss**.

## ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this PART IV - AUTO DAMAGE COVERAGE:

1. "**Collision**" means collision of **your insured auto** with another object or upset of **your insured auto**. **Loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not **loss** caused by "**collision**." If breakage of glass results from a **collision**, it will be treated as **loss** caused by **collision**.
2. "**Comprehensive**" means **loss** other than that caused by **collision**.
3. "Fire and Theft with Combined Additional Coverage" means loss caused by:
  - a. fire or lightning, or
  - b. smoke or smudge due to a sudden, unusual, and faulty operation of any fixed heating equipment serving the premises on which **your insured auto** is located, or
  - c. the stranding, sinking, burning, collision, or derailment of any conveyance in or upon which **your insured auto** is being transported, or
  - d. windstorm, hail, earthquake, explosion, flood or rising waters, or
  - e. the forced landing or falling of any aircraft or its parts or equipment, or
  - f. external discharge or leakage of water except **loss** resulting from rain, snow, sleet, whether or not wind-driven, or
  - g. malicious mischief or vandalism, or
  - h. theft, larceny, robbery, or pilferage, or
  - i. **collision** with birds or animals.
4. "**Loss**" is changed to mean direct and accidental **loss** or damage to **your insured auto** including its factory installed equipment.

## EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, **YOU** WILL NOT HAVE COVERAGE FOR A **LOSS** THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.



**We do not cover loss:**

1. Caused by war (declared or undeclared), civil war, warlike action or action taken to defend against an actual or expected attack, riot, insurrection, rebellion, revolution, nuclear contamination, and any consequence of any of these is excluded regardless of any cause or event that contributes concurrently or in any sequence to the **loss**.
2. **Loss** to:
  - a. electronic equipment designed solely for the reproduction of sound, including
    - 1) radios and stereos;
    - 2) tape decks; or
    - 3) compact disc players.

This does not apply to such equipment which is permanently installed in **your insured auto** in the opening of the dash or console specified by the manufacturer of **your insured auto** for the installation of such equipment.
  - b. any other electronic equipment that receives or transmits audio, visual, or data signals, including:
    - 1) citizens band radios;
    - 2) telephones;
    - 3) two-way mobile radios;
    - 4) scanning monitor receivers;
    - 5) television monitor receivers;
    - 6) video cassette recorders;
    - 7) audio cassette recorders;
    - 8) personal computers;
    - 9) radar detectors; or
    - 10) home high fidelity equipment.
  - c. tapes, records, discs, or other media used with equipment described in a. or b. above.
  - d. any other accessories or antennas used with equipment described in a. or b. above.
3. To chrome, reverse chrome, alloy or magnesium wheels, chrome engine accessories, racing slicks or non-factory installed tachometer or pressure gauges.
4. To camper units, pickup covers, caps or shells, or other detachable living quarter units, whether attached or detached.
5. To any T-bar, roof, bubble dome, bubble window or other deluxe roof treatment, window treatment or to any custom paint work or body work, including lettering and decals.
6. To equipment such as booms, drill rigs, welders, winches, hazard lights, chains, tarpaulins, binders, cargo securing devices, lifts or removable sides.
7. To any swivel chairs, appliances, furniture, special carpeting, paneling, or other equipment or accessories which change the use or appearance of the interior of **your insured auto**.
8. To any non-factory installed equipment which mechanically or structurally changes **your insured auto** and results in an increase in performance or a change in appearance.
9. Resulting from prior **loss** or damage, any manufacturer defect, wear and tear, freezing, mechanical or electrical breakdown or failure. But, coverage does apply if the damage is the result of other **loss** covered by the Policy.
10. To **your insured auto** when used in **auto** business operations, including the selling, repairing, servicing, storing or parking of **autos**.
11. To wearing apparel or personal effects.
12. To tires, unless damaged by fire, theft, malicious mischief, vandalism, or unless the **loss** occurs at the same time and from the same cause as any other **loss** covered by this Policy.
13. While **occupying** any **auto** while:
  - a. being used in any unlawful activity (other than a traffic violation) or
  - b. used or operated in an attempt to flee a law enforcement agent and that person is a willing participant in such activity listed in a) or b) above.
14. Due to the use of **your insured auto** for transportation of any explosive substance, flammable liquid, or similarly hazardous material.
15. While **your insured auto** is driven in or preparing for any race event, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
16. While **your insured auto** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described in this Policy.
17. Under **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** through secretion, conversion, or embezzlement by any person in lawful possession of **your insured auto** under a bailment lease, mortgage, conditional sale or other encumbrance.
18. Assumed by **insured** under any contract or agreement.
19. Caused intentionally by or at the direction of **you**.
20. To **your insured auto** while rented for a fee to any person.
21. To any **trailer**, unless a premium has been paid for PART IV - AUTO DAMAGE COVERAGE for the **trailer** involved in the **loss**.

22. To **your insured auto** while in anyone else's possession under a written **trailer** exchange agreement, provided that this exclusion shall not apply to a loss payee. If **we** pay the loss payee, **you** must reimburse **us** for payment.
23. Due to theft or conversion of **your insured auto**:
  - a. by **you**, a **relative** or a resident of **your** household or an employee;
  - b. prior to its delivery to **you**; or
  - c. while it is in the care, custody or control of anyone for the purpose of selling **your insured auto**.
24. To **your insured auto** due to forfeiture ordered by the courts or destruction or confiscation by governmental or civil authorities. This exclusion does not apply to the interests of loss payees in **your insured auto**.
25. Sustained while **your insured auto** is being used, operated or driven by a person **you** know:
  - a. is under the minimum age to obtain a driver's license in the **state** where the vehicle is licensed; or
  - b. does not have a valid driver's license; or
  - c. has a suspended driver's license; or
  - d. has a revoked driver's license.

#### APPRAISAL

If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent and disinterested appraiser. If the appraisers agree on the amount of the **loss**, they shall submit a written report to **us** and this shall be deemed to be the amount of the **loss**.

If the appraisers cannot agree within a reasonable time, they shall then choose a competent, impartial umpire, provided that if they cannot agree on an umpire within fifteen (15) days, either **you** or **we** may petition a judge of a court having jurisdiction to choose an umpire. The disagreement of the appraisers shall then be submitted to the umpire. Subject to the provisions of the Policy, a written agreement signed by two of these three will then be the amount of the **loss**.

Each party will:

1. pay its chosen appraiser; and
2. bear the expenses of the appraisal and umpire equally.

**We** do not waive any of **our** rights or defenses under this Policy including **our** right to deny the claim by agreeing to appraisal.

#### NO BENEFITS TO BAILEE

This insurance shall not in any way benefit any person or organization caring for or handling property for a fee.

#### OTHER INSURANCE

If there is other applicable similar insurance on a **loss** covered by this PART IV - AUTO DAMAGE COVERAGE, **we** will pay only that proportion of the **loss** that **our** Limits of Liability bear to the total limits of all applicable insurance.

#### PART V - GENERAL PROVISIONS

##### 1. POLICY PERIOD, TERRITORY

This Policy applies only to **accidents** or **losses** occurring during the Policy period shown in the Declarations Page, and while **your insured auto** is within the United States, its territories or possessions, or Canada, or between their ports.

##### 2. PREMIUM

The premium for this Policy is computed in accordance with **our** rules and rating plans applicable to the insurance afforded.

##### 3. CHANGES

This Policy, its applications, all endorsements indicated in the Declarations Page, and the Declarations Page include all the agreements between **you** and **us** relating to this insurance. It is the responsibility of the **insured** to notify **us** of any changes to drivers and vehicles. No change or waiver may be effected in this Policy except by endorsement issued by **us**. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. When **we** broaden **your** coverage during the Policy period without charge, the Policy will automatically provide the broadened coverage when effective. All endorsements to this Policy are subject to these General Provisions unless otherwise modified in the endorsement. Notice to any agent or knowledge possessed by an agent or other person shall not change or effect or waiver on any portion of this Policy, nor stop **us** from exerting any of **our** rights under this Policy.

##### 4. LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this Policy. In addition, under PART I - LIABILITY TO OTHERS, no legal action may be brought against **us** until:

1. **We** agree in writing that the **insured** person has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this Policy to bring **us** into any action to determine the liability of an **insured**. No claim may be made against **us** under PART III - SPLIT UNINSURED MOTORISTS COVERAGE - STACKED unless **we** are given written notice of the claim within three years of the date of the **accident**.

## 5. OUR RECOVERY RIGHTS (SUBROGATION)

If **we** pay an **insured** for a **loss** or **accident** under this Policy:

1. **We** are entitled to recover from the **insured** an amount equal to such payment if there is a legal settlement made on his behalf against any person or organization legally responsible for the **bodily injury** and/or **property damage**.
2. The **insured** must hold in trust for **us** all rights which he has to recover money from any person or organization legally responsible for **bodily injury** and/or **property damage**.
3. The **insured** must do everything proper to secure **our** rights of recovery and do nothing to prejudice these rights.
4. If **we** ask the **insured** in writing, the **insured** shall take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery.
5. The **insured** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

This section does not apply to PART III - UNINSURED MOTORISTS COVERAGE.

## 6. ASSIGNMENT

Interest in this Policy may not be assigned without **our** written consent. If the Policyholder named in the Declarations Page is an individual, and dies, the Policy will cover until the end of the Policy period:

- a. The survivor;
- b. The legal representative of the deceased person while acting within the scope of duties of a legal representative and while having proper custody of **your insured auto**.
- c. Any person having proper custody of **your insured auto** until a legal representative is appointed, but in no event for more than 30 days after the date of such death.

## 7. BANKRUPTCY

**We** are not relieved of any obligation under this Policy because of the bankruptcy or insolvency of an **insured**.

## 8. TWO OR MORE AUTO POLICIES

If this Policy and any other **auto** insurance policy issued to **you** by **us** apply to the same **accident**, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable Limits of Liability under any one policy. However, no one will be entitled to receive duplicate payments for the same elements of loss.

## 9. FRAUD AND MISREPRESENTATION

**We** do not provide coverage for any **insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with any **accident** or **loss** for which coverage is sought under this Policy.

The statements made by **you** in the application and in any notice of change are deemed to be representations. If any representation contained in the application or notice of change is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts or incorrect statements, then **we** shall have the absolute right to void and nullify this policy.

This paragraph shall also apply to misstatement of use and omissions of fact.

## 10. INSPECTION AND AUDIT

**We** shall have the right to inspect **your** property and operations at any time. In doing so, **we** do not warrant that the property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

**We** shall also have the right to examine and audit **your** books and records at any time during the policy period and any extensions of that period and within three years after termination of the Policy, as far as they relate to the subject matter of this insurance.

## 11. TERMS OF POLICY CONFORMED TO STATUTES

Terms of this Policy which are in conflict with the statutes of the **state** in which this Policy is issued are hereby amended to conform to the statutes.

## 12. MEDIATION

1. In any claim filed by an **insured** with **us** for:
  - a. **Bodily Injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of **your insured auto**.
  - b. **Property Damage** in any amount, arising out of the ownership, operation, maintenance or use of **your insured auto**, or
  - c. **Loss** to **your insured auto** or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place for the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expense of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

### 13. TERMINATION - CANCELLATION, NONRENEWAL, AUTOMATIC TERMINATION, OTHER TERMINATION PROVISIONS

#### Cancellation

This policy may be canceled during the policy period as follows:

1. **You** may cancel this policy by returning it to **us** and by advising **us** in writing the date the cancellation is to be effective.

The cancellation date can be no earlier than the date when **we** or **your** agent first receive **your** written cancellation request. However, **you** may not request the policy be canceled during the first 60 days following the date of issuance or renewal, except for one of the following reasons:

- a. Ownership of **your insured auto** has been transferred to another party, or
- b. **Your insured auto** has been totally destroyed such that it is no longer operable on the roads of the **state** of Florida, or
- c. The named **insured** obtains other insurance on **your insured auto**, or
- d. The named **insured** is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.

2. **We** may cancel this policy by mailing or delivering to **you** written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if **we** can cancel for any other reason.

If this is a new policy, **we** may not cancel for nonpayment of premium during the first 60 days following the date of policy issuance. However, **we** may cancel for any other reason including if a check used to pay **us** is dishonored for any reason, or if the original premium **we** have charged is incorrect and **you** fail to pay the corrected premium when due.

3. After this policy is in effect for 60 days, **we** will cancel only:
  - a. For nonpayment of premium; or
  - b. If **your** driver's license or that of:
    - (1) Any driver who lives with **you**; or
    - (2) Any driver who customarily uses **your insured auto**:
 

has been suspended or revoked. This must have occurred during:

      - (1) The policy period; or
      - (2) The 180 days immediately preceding the original effective date of the policy; or
  - c. If the policy was obtained through material misrepresentation or fraud.
4. Except as provided under the Nonrenewal Section below, **we** may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named **insured** shown in the Declarations at the address shown in the policy:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 45 days notice in all other cases.
5. In the event **we** determine that **you** have been charged an incorrect premium for coverage requested in **your** application for insurance, **we** shall immediately mail **you** notice of any additional premium due **us**. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), **you** fail to either:
  - a. Pay the additional premium and maintain this policy in full force under its original terms; or
  - b. Cancel this policy and demand a refund of any unearned premium:
 

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

#### Nonrenewal.

If **we** decide not to renew or continue this policy, **we** will mail advance notice to the named **insured** shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Post Office proof of mailing.

**We** may refuse to renew or continue this policy for any reason permitted under Florida law.

### Automatic Termination.

If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on **your insured auto**, any similar insurance provided by this policy will terminate as to that **auto** on the effective date of the other insurance.

### Dishonored/Insufficient Checks

If **you** pay **your** initial premium by check or credit card, the coverage offered by this Policy is conditioned on the check or credit card being honored by the bank when presented for payment. If the check or credit card is not honored, **we** will issue a notice of cancellation for nonpayment of premium as provided under "Cancellation" above.

If **we** offer to renew this Policy and **you** pay **your** initial renewal premium by check or credit card, the coverage offered by this renewal policy is conditioned on the check or credit card being honored by the bank when presented for payment. If the check or credit card is not honored, then **we** shall be deemed not to have accepted the check or credit card, and **you** shall be deemed **not** to have accepted **our** offer to renew, and this renewal shall be void from inception.

### Other Termination Provisions

1. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is canceled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium refund, if any, will be computed according to **our** manuals filed with the Florida Department of Insurance. If the Policy is canceled at **your** request, the refund, if any, will be calculated on a short-rate basis. If **we** cancel the Policy, the refund, if any, will be calculated on a pro rata basis. However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the Policy period.

### 14. LOSS PAYABLE CLAUSE

**We** will pay to **you** and the loss payee named in the Policy Declarations Page for **loss to your insured auto**, as interest may appear.

The insurance covers the interest of the loss payee unless the **loss** results from conversion, secretion, embezzlement, fraudulent acts, intentional acts, omissions or material misrepresentations on **your** part or on the part of anyone that has legal possession or permission or implied use of **your insured auto**. However, **we** reserve the right to cancel the Policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest.

When **we** pay the loss payee, **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

**IN WITNESS WHEREOF**, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned in the Declarations Page by a duly authorized agent of the Company.



Peter Rendall

President



Christine M. DeBiase

Secretary

