



FLORIDA
Non-Standard Auto Policy

THESE POLICY PROVISIONS, TOGETHER WITH YOUR
DECLARATION PAGE AND ANY APPLICABLE
ENDORSEMENTS, COMPLETE YOUR POLICY.

VICTORIA SELECT INSURANCE COMPANY

Administered by W.I. of Florida, Inc.
4810 Executive Park Drive, Jacksonville, FL 32216

TABLE OF CONTENTS

INSURING AGREEMENT	1
DEFINITIONS	1
INSURED PERSON'S DUTIES AFTER AN ACCIDENT OR LOSS	2
PHYSICAL DAMAGE	3
PROPERTY DAMAGE AND BODILY INJURY LIABILITY COVERAGE	11
PERSONAL INJURY PROTECTION (NO FAULT MOTOR VEHICLE INSURANCE).....	17
MEDICAL PAYMENTS	21
UNINSURED/UNDERINSURED MOTORIST COVERAGE (STACKED).....	26
GENERAL POLICY CONDITIONS	32

INSURING AGREEMENT

For the **policyholder's** payment of premiums and fees in amounts **we** require and subject to all of the terms and conditions of this policy, **we** agree to provide the coverages the **policyholder** has selected. These selections are shown in the enclosed Declarations, which are a part of this policy contract. The selected coverages in this policy apply only to occurrences while this policy is in force. Renewal premiums must be paid in advance.

DEFINITIONS

This policy uses certain common words for easy reading. They are defined as follows.

1. "POLICYHOLDER" means the first person named in the Declarations. The **policyholder** is the named **insured** under this policy but does not include the **policyholder's** spouse.
2. "YOU" and "YOUR" means the **policyholder** and spouse if living in the same household.
3. "RELATIVE" means one who regularly resides in **your** household and who is related to **you** by blood, marriage, or adoption (including a ward or foster child).
4. "RESIDENT" means a person, other than a **relative**, living in **your** household.
5. "INSURED" means one who is described as entitled to protection under each coverage.
6. "WE," "US," "OUR," and "THE COMPANY" mean or refer to **the company** issuing the policy.
7. "YOUR AUTO" means the vehicle(s) described in the Declarations.
8. "MOTOR VEHICLE" means a land **motor vehicle** designed primarily to be driven on public roads. This does not include vehicles operated on rails or crawler treads.
9. "PRIVATE PASSENGER AUTO" means a licensed and registered four-wheel **motor vehicle** designed for private passenger use, including a:
 - a) van; or
 - b) pickup truck having four or six wheels.The gross vehicle weight of the **motor vehicle** must be 12,000 pounds or less.
10. "DEDUCTIBLE" means the amount of loss to be paid by the **insured**. **We** pay for covered loss above the **deductible** amount shown in the Declarations.
11. "OCCUPYING" means in, upon, entering, or alighting from.

12. "BODILY INJURY" means:
- physical injury;
 - sickness;
 - disease; or
 - resultant death;
- of any person which results directly from a **motor vehicle** accident.
13. "PROPERTY DAMAGE" means:
- destruction of tangible property;
 - damage or injury to it; and
 - loss of its use.
14. "MEDICALLY NECESSARY" means medical services or supplies that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
- in accordance with generally accepted standards of medical practice;
 - clinically appropriate in terms of type, frequency, extent, site, and duration; and
 - not primarily for the convenience of the patient, physician, or other health care provider.
15. "BIOLOGICAL DETERIORATION OR DAMAGE" means any type or form of fungus or fungi and includes mold, mildew, and any of the following that are produced or released by fungi:
- mycotoxins;
 - spores;
 - scents; or
 - by-products

Other words are also defined. All defined words are in bold print.

INSURED PERSON'S DUTIES AFTER AN ACCIDENT OR LOSS

The **insured** will:

- give **us** or **our** agent prompt notice of all losses and provide written proof of claim if required.
- notify the police of all theft and vandalism losses as soon as practicable.
- promptly deliver to **us** all papers dealing with any claims or suits.
- submit to examinations under oath as often as reasonably requested by **us**.
- assist **us** and, if applicable, the defense counsel chosen for **you** by **us**, with any claim or suit.

6. if injured, submit to examinations by company-selected physicians as often as **the company** reasonably requires. The injured person must grant **us** authority, at **our** request, to obtain copies of all wage and medical, dental or other health care provider records.
7. protect damaged property insured under this policy and make it available to **us** for inspection before its repair or disposal.
8. provide access to any data and/or records, from any source and/or recorded by any method or means, that **we** reasonably request for use in the evaluation or defense of any claim or suit and permit **us** to make copies of such data or records.

Territory

The policy applies in Canada, the United States of America and its territories or possessions, or between their ports. This policy does not apply in any territory except as stated in this provision.

NOTE: **You** will need to buy auto insurance from a Mexican insurance company before driving in Mexico. Otherwise, **you** may be subject to jail detention, auto impoundment, and other legal complications in case of an accident.

PHYSICAL DAMAGE

(damage to your auto)

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "LOSS" means direct and accidental **loss** or damage to **your auto**. **Your auto** includes its equipment.
2. "EQUIPMENT" means anything usual and incidental to the use of a **motor vehicle** as a **motor vehicle**. Any type of trailer is not equipment.

COVERAGE AGREEMENTS

COMPREHENSIVE COVERAGE

1. **We** will pay for **loss** to **your auto** not caused by collision or upset. **We** will pay for the **loss** less **your deductible**. Coverage is included for:
 - a) damage from contact with:
 - (1) animals; or
 - (2) falling or flying objects.

- b) broken glass:
 - (1) even if caused by collision or upset; and
 - (2) if **you** do not have Collision coverage.
- 2. For damage to **your auto's** windshield, **we** may offer to have it repaired in lieu of replacement. However, if the repair is not satisfactory, **we** will replace the windshield. **We** will not apply a **deductible** for the repair or replacement of the windshield.
- 3. Also, if **your auto** has a **loss** under this coverage **we** will repay **your** travel costs after **your auto** is stolen. Maximum payment is \$15 per day - not to exceed \$450 per occurrence. These costs must be incurred within a certain time. It starts 48 hours after **you** report the theft to **us** and the police. It ends when the whereabouts of **your auto** become known to **you** or **us** or when **we** have paid or offered to pay the **loss**.

COLLISION COVERAGE

We will pay for **loss** to **your auto** caused by collision or upset. **We** will pay for the **loss** less **your deductible**.

However, **we** will not subtract the **deductible** amount:

- a) for broken glass other than a windshield if **you** have full (no **deductible**) Comprehensive coverage in force; or
- b) for **loss** to the windshield of **your auto** if Comprehensive coverage is in force.

TOWING AND LABOR COSTS COVERAGE

If a separate premium has been paid, as shown in **your** declarations page, **we** will pay towing and labor costs if **your auto** is disabled. **We** will pay only for labor costs at the place where **your auto** is disabled. **Our** maximum payment per disablement is shown in the Declarations. **We** will not pay for more than 2 occurrences per vehicle in a 6-month period.

COVERAGE EXTENSIONS

USE OF OTHER MOTOR VEHICLES

The insurance on **your auto** also covers:

- 1) a **private passenger auto** newly acquired by **you**. **You** must ask us to insure the vehicle within 30 days of acquiring it. This coverage extension does not apply after this 30 day period. If the newly acquired vehicle does not replace **your auto**, all household vehicles owned by **you** must be **insured** by **us** or a company affiliated with **us** for this extension of coverage to apply.

We provide this coverage only if **you** do not have other collectible insurance. **You** must pay any added premium resulting from this coverage extension.

- 2) A rented **private passenger auto**:
 - a) This applies only:
 - (1) while such auto is rented by **you**; and
 - (2) if such auto is rented from a rental company for 30 days or less.
 - b) **We** will not pay for loss involving a **private passenger auto** rented or leased by anyone for or on behalf of the employer of an **insured**.

COVERAGE EXCLUSIONS

We will not pay for **loss**:

1. To any:
 - a) recording tape;
 - b) compact disc; or
 - c) other recording media.
2. To a container to be used for storing or carrying:
 - a) recording tapes;
 - b) compact discs; or
 - c) other recording media.
3. To any device which is a:
 - a) tape player;
 - b) compact disc player or recorder;
 - c) digital video disc player or recorder;
 - d) video cassette player or recorder;
 - e) television;
 - f) electronic navigational system;
 - g) citizens band radio;
 - h) two-way mobile radio;
 - i) telephone; or
 - j) any other device which records, emits, amplifies, receives and/or transmits sound, pictures, or data.

However, this exclusion (3.) does not apply, up to the first \$750 of actual cash value, to such a device, its antenna or its other parts or accessories if permanently installed. Payment shall not exceed the actual cash value of the **insured** vehicle in which the devices are installed. Permanently installed means installed, using bolts, brackets, or welding, in a location designated by an auto manufacturer for such a device. A device attached only by wires is not "permanently installed." No coverage will be provided for any item that is not permanently

installed. No coverage will be provided for the devices designed to detect or deter speed monitoring **equipment** excluded in exclusion (4.) below, whether permanently installed or not.

4. To scanning monitor receivers used for radar detection, or any other device designed to detect or deter the monitoring of speed.
5. To a camper or living quarters unit which can be mounted on or attached to a vehicle.
6. To any tools or repair **equipment**.
7. Caused by and limited to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown or failure;
 - d) negligent repair or service.
 - e) Road damage to tires

However, this exclusion (7) does not apply if the **loss** results from the total theft of **your auto**.

8. To any **motor vehicle** while used:
 - a) to carry persons or property for a fee; or
 - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper, and mail delivery.

This exclusion does not apply to **motor vehicles** used in shared-expense car pools.

9. To any **motor vehicle** due to an act of war, including insurrection, rebellion, or revolution.
10. To any **motor vehicle** which occurs:
 - a) while it is being used in any illegal trade or transportation by:
 - (1) **you**;
 - (2) a **relative**; or
 - (3) anyone else with **your** knowledge or permission; or
 - b) due to confiscation of **your auto** by any law enforcement agency because of **your auto's** use in such activities.

11. Caused intentionally by or at the direction of **you** or a **relative**, including willful acts the result of which that person knows or ought to know will follow from their conduct.

12. To **your auto** while rented or leased to others.
13. To any **motor vehicle** while used in any competitive event, including but not limited to drag racing, or in practice or preparation for such an event. This does not apply where the **motor vehicle** in question has been stolen.

14. To **your auto** due to conversion, embezzlement, or secretion by any person in lawful possession of **your auto** under a bailment lease, mortgage, conditional sale or other encumbrance.
15. To "Special **Equipment**," which means parts or accessories:
 - a) other than those addressed in exclusions (1) through 4 above; and
 - b) that were added by anyone, other than by the vehicle manufacturer, unless they were added prior to the vehicle's original sale.

Coverage for items of Special **Equipment** can be obtained by declaring these items on the policy application and paying a premium charge as determined by **us**. Special **Equipment** coverage is subject to any applicable **deductible** as shown on the Declarations page.

16. To custom paint work.
17. Arising out of the use of **your auto** by anyone other than **you** or a **relative** in the operation of an auto:
 - a) repair shop;
 - b) public garage or parking place;
 - c) sales or leasing agency; or
 - d) service or maintenance facility.
18. Arising out of the use of **your auto** in the business or occupation of **you** or a **relative** unless business use has been declared by **you** and the required premium has been paid.
19. Caused by or resulting from nuclear hazard, meaning any:
 - a) nuclear reaction;
 - b) nuclear discharge;
 - c) radiation; or
 - d) radioactive contamination;whether controlled or uncontrolled or however caused, or as a consequence of any of these. **Loss** caused by nuclear hazard is not considered **loss** caused by fire, smoke or explosion.
20. To **your auto** or any other **motor vehicle** for diminution in value or depreciation.
21. Caused directly or indirectly by **biological deterioration or damage**. Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**.

LIMITS AND CONDITIONS OF PAYMENT

ACTUAL CASH VALUE

The limit of **our** coverage is the actual cash value of **your auto** or its damaged parts at the time of **loss**. To determine actual cash value, **we** will consider:

1. fair market value;
2. age; and
3. condition of the property;
at the time of **loss**.

The limit of coverage as stated on the declarations page shall not:

- a) be increased if **your auto** is altered after its purchase resulting in an increase in value unless **you** notify **us** of such alterations in writing and an additional charge is paid.
- b) be increased for Special **Equipment** unless such Special **Equipment** has been specifically declared to **us** and an additional charge is paid.

In no event shall **our** coverage exceed \$750 for damage or destruction to one or more items of sound reproduction **equipment** as a result of one **loss** unless a separate premium is paid.

In addition to **our** payment of the **loss**, necessary and reasonable towing and storage will be paid to protect the auto from further damage. Covered storage costs are not to exceed four days of storage charges incurred prior to the date **you** report the **loss** to **us**.

LOSS SETTLEMENT

At **our** option, **we** may:

1. pay **you** directly for a **loss**;
2. pay to repair or replace **your auto** or its damaged parts with the parts furnished either by original **equipment** manufacturers or non-original **equipment** manufacturers.
3. return stolen property at **our** expense and pay for any damage.

You may not require **us** to pay for any **loss** or damage until 30 days after **you** have complied with all the terms of this policy.

AMOUNTS PAYABLE FOR TOWING AND LABOR COSTS

The limit of **our** coverage for a **loss** is limited to the amount shown in the Declarations. Limits apply as stated in the Declarations per occurrence. **We** will pay for a maximum of

two (2) occurrences per vehicle in a 6-month period. Insuring more than one person or vehicle under this policy does not increase **our** limits.

APPRAISAL

If **we** and the **insured** fail to agree on the amount payable under the Comprehensive or Collision Coverage, either party may demand appraisal for the **loss**.

Each will:

1. appoint and pay a competent and disinterested appraiser; and
2. equally share other appraisal expenses.

Any fees of expert witnesses or attorneys will be paid by the party who hires them.

The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**.

An award in writing by any two appraisers will determine the amount payable.

OTHER INSURANCE

If there is other insurance that covers any **loss**, **we** will pay only **our** share of the **loss**. **Our** share is **our** proportion of the total insurance collectible for the **loss**. For **loss** to **motor vehicles** other than **your auto**, **we** will pay only the insured **loss** not covered by other insurance or self insurance.

COVERAGE CONDITION

AUTO RECOVERY

When an **insured** auto which has been stolen or abandoned is located, **we** have the right to take it into **our** care and custody.

LOSS PAYABLE CLAUSE

This clause applies to the Comprehensive and Collision coverages provided by this policy. It protects the lienholder named in the policy Declarations.

Payment for **loss** will be made according to the interest of the **policyholder** and lienholder. At **our** option, payment may be made to both jointly, or to either separately. Either way, the company will protect the interests of both.

Protection of the lienholder's financial interest will not be affected by any change in ownership of the vehicle insured, nor by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply:

1. In any case of:
 - a) fraud;
 - b) misrepresentation, either in the application process, or in the presentation of the claim;
 - c) material omission;
 - d) conversion;
 - e) embezzlement;
 - f) secretion; or
 - g) willful damaging or destruction of **your auto**; committed by or at the direction of **you** or a **relative**.
2. To the **loss of your auto** while it is being used by **you**, a **relative**, or any person with **your** permission on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction.
3. Where the **loss** is otherwise not covered under the terms of this policy

The company will not notify the lienholder each time **you** renew this policy, and **we** may cancel this policy according to the terms. **We** will give notice of cancellation to both the lienholder and the **policyholder** shown on the declarations page. **The company** will also notify that lienholder if coverage under the policy is excluded for any named driver. The lienholder shall notify the company upon learning of any change in ownership of the vehicle.

To the extent of payment to the lienholder, the company will be entitled to the lienholder's rights of recovery. The company will do nothing to impair the right of the lienholder to recover the full amount of its claim.

IF **WE** BECOME OBLIGATED TO REIMBURSE A LIENHOLDER UNDER THIS COVERAGE DUE TO **YOUR** FAILURE TO MEET THE POLICY REQUIREMENTS OR THROUGH **YOUR** FAILING TO MAKE **YOUR** PREMIUM PAYMENTS, **WE** HAVE THE RIGHT TO RECOVER FROM **YOU** ANY MONEY **WE** PAY.

ASSIGNABILITY

No interest in these coverages can be transferred without **our** written consent. However, if the **policyholder** dies,

this coverage will stay in force for the rest of the policy period. It will apply for the deceased's legal representative and those persons protected on the date of death.

AUTO LIABILITY

(for damage or injury to others caused by your auto)

COVERAGE AGREEMENT

PROPERTY DAMAGE AND BODILY INJURY LIABILITY COVERAGE

1. **We** will pay for damages for which **you** are legally liable as a result of an accident arising out of the:
 - a) ownership;
 - b) maintenance or use; or
 - c) loading or unloading;
of **your auto**. A **relative** also has this protection. So does any other person who is liable for use of **your auto** while used with **your** permission.
2. Damages must involve:
 - a) **property damage**; or
 - b) **bodily injury**.
3. **We** will pay such liability **losses** up to the limits stated in the Declarations. In addition to **our** limit of liability and as to any covered damages, **we** will:
 - a) defend at **our** expense, with attorneys of **our** choice, any suit against the **insured**. **We** may settle or defend any claim or suit as **we** think proper.
 - b) pay:
 - (1) all expenses incurred by **us**; and
 - (2) all costs levied against the **insured**; in any such suit.
 - c) pay premiums:
 - (1) of not more than \$100 per **insured** for bail bonds required because of an accident or traffic violation.
 - (2) for appeal bonds in defended suits and for bonds to release attached property. The amount of such bonds shall not be more than the limits of liability shown in the Declarations. Although paying such premiums, **we** are not required to apply for or furnish any bonds.
 - d) pay post-judgment interest on all damages awarded. **We** will not pay interest that accrues after such time as **we** have:
 - (1) paid;

- (2) formally offered; or
 - (3) deposited in court;
the amount for which **we** were liable under this policy.
- e) pay expenses, up to a maximum \$1000, incurred by an **insured** for emergency medical aid to others at the time of accident.
 - f) pay all reasonable expenses incurred by an **insured** at **our** request, other than **loss** of earnings.
4. After the limits of this coverage have been paid, **we** will not defend any suit or pay any claim or judgment.

COVERAGE EXTENSIONS

USE OF TRAILERS

- 1. This coverage applies to the use of a trailer by:
 - a) **you**;
 - b) a **relative**; or
 - c) someone else with **your** permission.
- 2. The trailer must be:
 - a) designed for use with a **private passenger auto**; and
 - b) used with a vehicle that is insured under this coverage.
- 3. The trailer must not be used for business purposes with a vehicle that is not a **private passenger auto**.

USE OF OTHER MOTOR VEHICLES

This coverage also applies to certain other **motor vehicles** as follows:

- 1. A **private passenger auto** you do not own, while it is used as a temporary substitute for **your auto**. **Your auto** must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing; or
 - d) **loss**.
- 2. A **private passenger auto** newly acquired by **you**. This coverage applies only during the first 30 days **you** own the vehicle unless it replaces **your auto**. If the newly acquired vehicle does not replace **your auto**, all household vehicles owned by **you** must be insured by **us** or a company affiliated with **us** for this extension of coverage to apply.

We provide this coverage only if **you** do not have other collectible insurance.

3. A **private passenger auto** owned by a non-member of **your** household and not covered in item (1) of this section.
 - a) This applies only while the vehicle is being operated by **you**.
 - b) This does not apply to losses involving a **private passenger auto**:
 - (1) used in the business or occupation of **you** or a **relative**;
 - (2) owned, rented or leased by an employer of an **insured**;
 - (3) rented or leased by anyone for or on behalf of an employer of an **insured**; or
 - (4) furnished or available to **you, relative** or **resident** for regular use. Furnished for regular use does not include a **private passenger auto** rented from a rental company for 30 days or less.

FINANCIAL RESPONSIBILITY

We will adjust this policy to comply:

1. With the financial responsibility law of any state or province which requires higher liability limits than those provided by this policy.
2. With the kinds and limits of coverage required of non-residents by any compulsory **motor vehicle** insurance law, or similar law of a state or province other than Florida.

However, any **loss** payment under this coverage will be made only over and above any other collectible **motor vehicle** insurance. In no case will anyone be entitled to duplicate payments for the same **loss**.

When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law. The **insured** agrees to reimburse **us** for any payment which **we** would not have been obligated to make under the terms of this policy except for the agreement outlined in this paragraph.

COVERAGE EXCLUSIONS

This coverage does not apply to:

1. **Property damage** or **bodily injury** caused intentionally by or at the direction of an **insured**, including willful acts the result of which the **insured** knows or ought to know will follow from the **insured's** conduct.
2. Use of any **motor vehicle**:
 - a) to carry persons or property for a fee; or

- b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper, and mail delivery.
This exclusion does not apply to **motor vehicles** used in shared-expense car pools.
- 3. a) Any person for any occurrence arising out of the operation of an auto:
 - (1) repair shop;
 - (2) public garage or parking place;
 - (3) sales or leasing agency; or
 - (4) service or maintenance facility.
- b) However, this exclusion does not apply to:
 - (1) **you**;
 - (2) **a relative**; or
 - (3) a partner, employee, or agent of **you** or a **relative** with regard to the use of **your auto**.
- 4. **Property damage** caused by any **insured**:
 - a) to a **motor vehicle** that is owned or operated by, or in the custody of, any **insured**; or
 - b) to any other property that is owned by or in the custody of any **insured** or anyone **occupying your auto**. This exclusion does not apply to a:
 - (1) rented home; or
 - (2) rented private garage.
- 5. **Bodily injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by any **insured** under a:
 - a) workers' compensation;
 - b) unemployment compensation;
 - c) non-occupational or occupational disease;
 - d) disability benefits;or any similar law.
- 6. **Bodily injury** to an employee of any **insured** while engaged in employment. However, it does cover an employee at **your** home who is not, or is not required to be, covered by any workers' compensation law.
- 7. The United States of America or any of its agencies. It also does not apply to any employee of the United States of America or any of its agencies while such person is acting within the scope of his or her office or employment and the provisions of the Federal Tort Claims Act apply.
- 8. Any person protected under nuclear energy liability insurance. This exclusion applies even if that insurance has been exhausted.
- 9. Punitive or exemplary damages.

10. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **motor vehicle** while rented or leased to others by any **insured**.
11. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **motor vehicle** while used in any competitive event, including but not limited to drag racing, or in practice or preparation for such an event. This exclusion does not apply when the **motor vehicle** in question has been stolen.
12. **Bodily injury** to any fellow employee of an **insured** person injured in the course of his employment if such injury arises out of the use of a **motor vehicle** in the business of the employer.
13. **Bodily injury** or **property damage** assumed by an **insured** under any contract or agreement.
14. **Property damage** or **bodily injury** arising out of the use of **your auto** in the business or occupation of **you** or a **relative** unless business use has been declared by **you** and the required premium has been paid.
15. For any **bodily injury** to:
 - a) **you**;
 - b) any other **insured** person under the policy;
 - c) any member of **your** family residing in the same household with **you**; or
 - d) any member of the family of any other **insured** person residing in the same household with that other **insured**.
16. **Property damage** or **bodily injury** caused directly or indirectly by **biological deterioration or damage**. Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**.

LIMITS AND CONDITIONS OF PAYMENT

AMOUNTS PAYABLE FOR LIABILITY LOSSES

Our obligation to pay **Property damage** or **Bodily injury** Liability losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

1. The limit shown:
 - a) for **Property damage** Liability is for all **property damage** in one occurrence.
 - b) for **Bodily injury** Liability for any one person applies to one person's **bodily injury**, including death, and includes all claims resulting from or arising out of that one person's **bodily injury**, including death. This per person policy limit shall be enforceable regardless of the number of **insureds**, claims made, vehicles, or premiums shown in the Declarations or policy, or vehicles involved in the accident.
 - c) for **Bodily injury** Liability for each occurrence is, subject to the per person limit described in paragraph (b) above, the total limit of **our** liability for all legal damages when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. The per occurrence policy limit shall be enforceable regardless of the number of **insureds**, claims made, vehicles or premium shown in the Declarations or policy, or vehicles involved in the accident.
2. Liability limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase **our** liability limits.
3. In any **loss** covered under items 2. and 3. of "USE OF OTHER MOTOR VEHICLES", the highest liability limit applicable to any one vehicle on this policy will apply.
4. A **motor vehicle** and attached trailer are considered one vehicle for Auto Liability coverage.
5. **Our** obligation to pay **property damage** or **bodily injury** liability losses will not be dependent upon the **insured's** actual payment of a judgment for such damages.

OTHER INSURANCE

1. In any **loss** involving the use of **your auto** by **you**, **we** will be liable for only **our** share of the **loss** if there is

other collectible liability insurance. **Our** share is **our** proportion of the total insurance limits for the **loss**. Any insurance **we** provide while **your auto** is being operated by someone other than **you** with **your** permission shall be excess over any other collectible liability insurance.

2. For losses covered under "USE OF OTHER MOTOR VEHICLES", **our** coverage is excess over any other collectible:
 - a) insurance;
 - b) self insurance;
 - c) proceeds from a governmental entity; or
 - d) sources of recovery.

If more than one policy issued by **us** or a company affiliated with **us** applies on an excess basis to the same **loss**, **we** will pay only up to the highest limit of any one of them. However, if **you** have rented a **private passenger auto** and have signed an agreement under which **we** are to provide primary insurance:

- a) **we** will provide primary coverage for such a vehicle under "USE OF OTHER MOTOR VEHICLES" up to the limits required under the Florida Financial Responsibility Law.
- b) beyond the financial responsibility limits, within the limits of the policy, **we** will pay the **insured loss** not covered by other insurance.

PERSONAL INJURY PROTECTION **(no fault motor vehicle insurance)**

COVERAGE AGREEMENT

This coverage provides Personal Injury Protection in accordance with the Florida Motor Vehicle No-Fault Law.

We will pay benefits for accidental **bodily injury** of an **insured** arising out of the:

1. ownership;
2. maintenance; or
3. use;

of a **motor vehicle** as a vehicle. **We** will pay regardless of fault in the accident. Benefits include:

Medical Expenses

Work Loss

Death Benefits

These are payable up to a total of \$10,000 - from all sources of Personal Injury Protection benefits including this policy - to or for any one person injured in any one accident.

YOU AND A RELATIVE

1. **You** and a **relative** are covered for **bodily injury**:
 - a) while **occupying a motor vehicle** in Florida;
 - b) as pedestrians, if hit by a **motor vehicle** in Florida;
or
 - c) while **occupying your auto** outside of Florida.
2. Also, **you** are covered while outside Florida if **occupying a motor vehicle**:
 - a) owned by a **relative**; and
 - b) insured for Florida Personal Injury Protection.

OTHER PERSONS

Any other person is covered:

1. while **occupying your auto** in Florida; or
2. as a pedestrian, if such person:
 - a) is a legal **resident** of Florida; and
 - b) is hit by **your auto** in Florida.

DEFINITIONS

For purposes of this coverage only:

1. "MOTOR VEHICLE" means any self-propelled vehicle of a type both designed and required to be licensed for use on the highways of Florida. It includes any trailer or semi-trailer designed for use with such vehicles. It does not include:
 - a) mopeds;
 - b) mobile homes;
 - c) any vehicles with less than four wheels; nor
 - d) any vehicle other than one used for public school transportation which is:
 - (1) owned by any municipality, transit authority, or political subdivision of the state; and
 - (2) used in mass transit and designed to transport more than five passengers exclusive of the operator of the vehicle.
2. "YOUR AUTO" includes a trailer other than a mobile home trailer.
The trailer:
 - a) must be designed for use with a **private passenger auto**; and
 - b) must not be used for business if designed for use with a:

- (1) pickup truck;
- (2) panel truck; or
- (3) van.

BENEFITS

Benefits are as follows:

MEDICAL EXPENSES

We will pay 80% of reasonable charges incurred for **medically necessary** services and supplies, including surgical, x-ray, dental, ambulance, hospital, professional nursing, and rehabilitative services. Covered medical expenses include any **medically necessary** prosthetic devices and recognized and legal religious healing methods.

WORK LOSS

If the **insured** is unable to work because of the injury, **we** will pay for 60% of the **insured's** loss of income. **We** also will pay reasonable expenses incurred for hiring others to perform ordinary and necessary services the **insured** would have performed free for the benefit of the **insured's** household had the injury not occurred.

DEATH BENEFITS

We will pay death benefits of \$5,000 per individual. These benefits are payable within the \$10,000 maximum for all Personal Injury Protection benefits from all sources including this policy.

COVERAGE EXCLUSIONS

We will not pay Personal Injury Protection benefits:

1. for **bodily injury** to **you** or any **relative** while **occupying** any **motor vehicle** **you** own but do not have insured for Personal Injury Protection under this policy.
2. for **bodily injury** to anyone other than **you** who owns a **motor vehicle** that is required to be insured for Personal Injury Protection.
3. for **bodily injury** to anyone, other than **you** or a **relative**, who is entitled to Personal Injury Protection from anyone else or under a policy covering any **motor vehicle** other than **your auto**.
4. for **bodily injury** to anyone while operating **your auto** without **your** expressed or implied permission.

5. for **bodily injury** to anyone whose conduct contributed to his or her own **bodily injury** if that person:
 - a) intentionally caused self-injury; or
 - b) was injured while committing a felony.
6. for **bodily injury** to anyone while **occupying a motor vehicle** while as a residence or premises.

LIMITS OF PAYMENT

AMOUNTS PAYABLE

1. The insuring of more than one person or **motor vehicle** under this coverage does not increase **our** liability to any one person in any one accident.
2. **We** will reduce any amount payable for **bodily injury** under this coverage by any amount paid or payable under any workers' compensation law.

NO DUPLICATION OF BENEFITS

If an **insured** receives Personal Injury Protection benefits from another insurer for the same elements of loss covered under this policy, **we** will not pay duplicate benefits to the **insured**. The paying insurer, however, will have the right to recover from **us our** proportional share of benefits paid and claim processing expenses.

DEDUCTIBLE AMOUNT

Any **deductible** amount the **policyholder** has chosen for this coverage is shown in the policy Declarations. When a **deductible** applies, this is the amount paid by the **insured**, **we** will pay for covered loss above the **deductible** amount, up to the limit of liability for Personal Injury Protection coverage. However, this **deductible** shall not apply to death benefits.

INSURED PERSON'S DUTIES

1. The **insured** or someone on the **insured's** behalf will report any accident to **us** in writing as soon as practical.
2. As soon as practicable, the **insured** will submit written proof of claim to **us**, under oath if **we** request. This proof must include details of:
 - a) the nature and extent of injuries;
 - b) treatment received and contemplated; and
 - c) any other facts which could affect the types and amounts of benefits payable.

We will only pay, however, for loss of income during the **insured's** lifetime.

3. The **insured** must submit to examinations by physicians **we** select, as often as **we** reasonably require. If the

insured unreasonably refuses to submit to a physical examination **we** request, **we** will not be liable for subsequent benefits which would be payable under this coverage.

SPECIAL PROVISION FOR RENTED OR LEASED VEHICLES

This coverage provides, subject to its terms, Personal Injury Protection for accidental **bodily injury** of an **insured** that arises out of the use, ownership or maintenance of a rented or leased **motor vehicle**. This special provision applies only to losses occurring within the state of Florida. However, unless otherwise stated in bold type on the face of the rental or lease agreement, the personal injury protection coverage afforded under the renter's or lessor's policy will be primary.

ASSIGNMENT OF BENEFITS

When an assignment of Personal Injury Protection benefits is made by any **insured**, any and all claims to such benefits by the **insured** belong to the health care provider who has received the assignment. Priority of payment of this coverage shall be given to the assigned claims of which **the company** has written notice.

ASSIGNABILITY

No interest in this coverage can be transferred without **our** written consent. However, if the **policyholder** dies, the Personal Injury Protection coverage will stay in force for the rest of the policy period. It will apply for the deceased's legal representative and those persons protected on the date of death.

MEDICAL PAYMENTS

(medical expenses payable regardless of fault)

COVERAGE AGREEMENT

This coverage provides benefits over and above any available Personal Injury Protection benefits. **We** will pay reasonable charges:

1. for expenses incurred for:
 - a) medically necessary services; or
 - b) funeral costs;
due to accidental **bodily injury** suffered by **you** or a **relative** while **occupying your auto**.
2. incurred within one year after the accident. However, when Personal Injury Protection benefits apply to the

same accident, the one-year time limit will begin when Personal Injury Protection benefits are exhausted.

3. up to the limit stated in the policy Declarations.
4. regardless of who is at fault in the accident.

This does not provide coverage for any amount of Personal Injury Protection **deductible** or any amount not payable under Personal Injury Protection Medical benefits due to the coinsurance provision for Medical Expense benefits.

COVERAGE EXTENSIONS

YOU AND A RELATIVE

In addition, **you** and a **relative** are covered:

1. While **occupying** a **private passenger auto** you do not own, while it is used as a temporary substitute for **your auto**. **Your auto** must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing;
 - d) loss; or
 - e) destruction.
2. While **occupying** a **private passenger auto** newly acquired by **you**. This coverage applies only during the first 30 days **you** own the vehicle, unless it replaces **your auto**. If the newly acquired vehicle does not replace **your auto**, all household vehicles owned by **you** must be insured by **us** or a company affiliated with **us** for this extension of coverage to apply.
3. While **occupying** any other **private passenger auto** not owned by or furnished or available for the regular use of **you**, a **resident** or a **relative**.
4. As pedestrians, if hit by any **motor vehicle** or trailer, which is not owned by or furnished or available for regular use by **you**, a **relative** or a **resident** other than **your auto**.

OTHER PERSONS

Persons other than **you** and a **relative** are protected under this coverage while **occupying**:

1. **your auto** when it is being used by:
 - a) **you**;
 - b) a **relative**; or
 - c) anyone else with **your** permission.
2. a **private passenger auto** you do not own, while it is used as a temporary substitute for **your auto**. **Your auto** must be out of use because of:
 - a) breakdown;
 - b) repair;

- c) servicing; or
 - d) loss.
3. a **private passenger auto** newly acquired by **you**. This coverage applies only during the first 30 days **you** own the vehicle, unless it replaces **your auto**. If the newly acquired vehicle does not replace **your auto**, all household vehicles owned by **you** must be insured by **us** or an affiliate for this extension of coverage to apply.
 4. a **private passenger auto** that belongs to someone who is not a member of **your** household.
 - a) This protection applies only when the vehicle is being used by **you**.
 - b) This protection does not apply to:
 - (1) use of any vehicle in the business or occupation of **you**.
 - (2) use of a **motor vehicle** furnished to **you** or a **relative** for regular use.

USE OF TRAILERS

1. This coverage applies to use of a trailer by:
 - a) **you**; or
 - b) a **relative**;regardless of who owns it.
2. The trailer must be:
 - a) designed for use with a **private passenger auto**;
 - and
 - b) used with a vehicle that is insured under this coverage.
3. The trailer must not be used for business purposes with a vehicle that is not a **private passenger auto**.

COVERAGE EXCLUSIONS

This coverage does not apply to:

1. Use of any **motor vehicle** by an **insured**:
 - a) to carry persons or property for a fee; or
 - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to **motor vehicles** used in shared-expense car pools.

2. Any person for any occurrence arising out of the operation of an auto:
 - a) repair shop;
 - b) public garage or parking place;
 - c) sales or leasing agency; or
 - d) service or maintenance facility.

However, this exclusion does not apply to:

- a) The use of **your auto** by:
 - (1) **you**;
 - (2) a **relative**; or
 - (3) a partner, employee, or agent of **you** or a relative; or
- b) bodily injury suffered by:
 - (1) **you**;
 - (2) a **relative**; or
 - (3) a partner, employee, or agent of **you** or a **relative**.
3. use of any **motor vehicle** when rented or leased to others by an **insured**.
4. use of any **motor vehicle** in a competitive event, including but not limited to drag racing, or in practice or preparation for such an event. The exclusion does not apply when the **motor vehicle** in question has been stolen.
5. use of any **motor vehicle** while located for use as a residence or premises
6. **Bodily injury** to any person occurring during the course of employment if benefits are payable or must be provided under a workers' compensation law or similar law.
7. **Bodily injury** caused by an act of war, including insurrection, rebellion or revolution.
8. That amount of any expense for medical services which is paid or payable under any other,
 - (a) automobile or premises medical payments insurance expenses,
 - (b) individual, or group accident, disability or hospitalization insurance,
 - (c) medical or surgical reimbursement plan; or
 - (d) Personal Injury Protection coverage
9. Use of **your auto** in the business or occupation of **you** or a **relative** unless business use has been declared by **you** and the required premium has been paid.
10. **Bodily injury** to any person who owns a **motor vehicle** on which Personal Injury Protection coverage is required to be carried but who does not have such coverage in force at the time of the accident. This exclusion does not apply to:
 - a) **you**; or
 - b) if the accident occurs outside Florida, a **relative occupying your auto**.

11. **Bodily injury** caused intentionally, even if the **bodily injury** differs from the intended **bodily injury** or is sustained by a different person than originally intended.
12. **Bodily injury** caused by or resulting from nuclear hazard, meaning any
 - a) nuclear reaction;
 - b) nuclear discharge;
 - c) radiation; or
 - d) radioactive contamination;whether controlled or uncontrolled or however caused, or as a consequence of any of these.
13. **Bodily injury** caused directly or indirectly by **biological deterioration or damage**. Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**.

LIMITS AND CONDITIONS OF PAYMENT

BENEFITS PAYABLE

1. The amount payable under this coverage to or for one person in one accident is limited as stated in the policy Declarations. Limits apply to each insured vehicle as stated in the Declarations. The stated limit is not increased by the insuring of more than one person or vehicle under this policy or any other policy issued by **us**.
2. In any loss covered under "COVERAGE EXTENSIONS" and not involving **your auto**, the highest liability limit applicable to any one vehicle in this policy will apply.

OTHER INSURANCE

1. **We** will pay benefits under this coverage only over and above any Personal Injury Protection benefits that are paid or payable under this policy or any other policy.
2. **We** will pay only the insured benefit over and above the amount of other collectible auto Medical Payment insurance in any loss involving:
 - a) use of a **motor vehicle** other than **your auto**;
 - b) **you** or a **relative** if hit, while a pedestrian, by any **motor vehicle** or trailer; or
 - c) **bodily injury** to any **insured** other than **you** or a **relative**.

DUPLICATE PAYMENTS

We will make no duplicate payment to or for any **insured** for the same element of loss.

OTHER CLAIMS AND JUDGMENTS

Any loss payment under this coverage will apply toward payment of any claim or judgment relating to the same loss under the **Bodily Injury** Liability coverage of this policy. **The company** will require written agreement to this condition before payment of a Medical Payments loss.

ASSIGNMENT OF BENEFITS

When an assignment of Medical Payment benefits is made by any **insured**, any and all claims to such benefits by the **insured** belong to the health care provider who has received the assignment. Priority of payment of this coverage shall be given to the assigned claims of which **the company** has written notice.

ASSIGNABILITY

No interest in this coverage can be transferred without **our** written consent. However, if the **policyholder** dies, the Medical Payments coverage will stay in force for the rest of the policy period. It will apply for the deceased's legal representative and those persons protected on the date of death.

UNINSURED MOTORISTS

(Stacked)

COVERAGE AGREEMENT

YOU AND A RELATIVE

We will pay compensatory damages, including derivative claims, which are due by law to **you** or a **relative** from the owner or driver of an **uninsured motor vehicle** because of **bodily injury** suffered by **you** or a **relative**. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the **uninsured motor vehicle**.

OTHER PERSONS

We will also pay compensatory damages, including derivative claims, which are due by law to any other person who suffers **bodily injury** while **occupying**:

1. **your auto**;
2. a **motor vehicle** you do not own, while it is used temporarily in place of **your auto**. **Your auto** must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing;
 - d) loss; or
 - e) destruction.
3. a four-wheel **motor vehicle** newly acquired by you. This applies only during the first 30 days you own the vehicle, unless it replaces **your auto**.

DEFINITIONS

1. An uninsured **motor vehicle** is:
 - a) one for which there is no **bodily injury** liability bond, insurance or other security at the time of the accident.
 - b) one which is underinsured. This is a **motor vehicle** for which **bodily injury** liability coverage or bonds are in effect; however, their total amount is less than the damages for **bodily injury** sustained by the **insured**.
 - c) one for which the insuring company denies coverage or becomes insolvent.
 - d) a "hit-and-run" **motor vehicle** which causes **bodily injury** to an **insured**. The driver and the owner of the "hit-and-run" vehicle must be unknown. A report must be made to the police within 24 hours. **We** must have a sworn statement within 30 days. It must state that the **insured** has a legal action due to the accident. It must include facts to support the action. **We** may inspect any vehicle the **insured** was **occupying**.
If the "hit-and-run" vehicle has no physical contact with:
 - (1) the **insured**; or
 - (2) the vehicle the **insured** was **occupying**;
the facts of the accident must be proven by reliable evidence. The burden of proof will be on the injured party.

2. **We** will not consider as an **uninsured motor vehicle**:
- any **motor vehicle** owned by a government unit or agency;
 - any vehicle in use as a residence or premises;
 - any equipment or vehicle designed for use off public roads except while on public roads; nor
 - any **motor vehicle** insured under the liability coverage of this policy unless **your auto** is being operated by a non-**resident** person causing **bodily injury** to **you** or a **relative**.

COVERAGE EXCLUSIONS

This coverage does not apply to:

- Use of any **motor vehicle**:
 - to carry persons or property for a fee; or
 - for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to **your auto** used in shared-expense car pools.

- Use of any **motor vehicle** by an **insured** without the owner's permission.
- Bodily injury** of any **insured** if the **insured** or a legal representative settles, without **our** consent, with a liable party.
- Bodily injury** suffered while **occupying a motor vehicle** owned by **you** or a **relative**:
 - which is not insured for **Bodily Injury** Liability coverage under this policy; or
 - for which the owner has previously rejected Uninsured Motorists coverage with any insurer as permitted by Florida Law.

It also does not apply to **bodily injury** from being hit by any such **motor vehicle**.

- Directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits, or similar law.
- Payment for any punitive or exemplary damages.
- Damages for pain, suffering, mental anguish and inconvenience unless **bodily injury** consists of:
 - significant and permanent loss of an important bodily function;
 - permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;

- c) significant and permanent scarring or disfigurement; or
- d) death.

INSURED PERSONS' DUTIES

1. The **insured** must:
 - a) submit written proof of the claim to **us**. It must be under oath, if required. It must include details of:
 - (1) the nature and extent of injuries;
 - (2) treatment; and
 - (3) any other facts which could affect the amount of payment.
 - b) provide all facts of the accident and the name of all witnesses.
 - c) answer questions under oath as often as **we** require with good reason.
 - d) be examined by doctors chosen by **us** as often as **we** require with good reason. At **our** request, the injured person must promptly authorize **us** to:
 - (1) speak with any doctor who has provided treatment;
 - (2) read all medical history and reports of the injury;
 - (3) obtain copies of wage and medical reports and records; and
 - (4) obtain copies of all medical bills as they are incurred.
2. After notice of claim, **we** may require the **insured** to take legal action against any liable party.
3. An **insured** may bring legal action against the other party for **bodily injury**. A copy of any paper served in this action must be sent to **us** at once.

CLAIMS SETTLEMENT (INCLUDING ARBITRATION)

1. **We** will jointly determine with the **insured** whether there is a legal right to recover damages, and if so, the amount of such damages. If the **insured** and **we** can't agree, then:
 - a) If both parties consent, the following arbitration procedure will be used:
Each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, the **insured** shall proceed as provided in item b) below. Each party will pay its chosen arbitrator, and pay half of all other expenses.

Unless the **insured** and the **company** agree otherwise, arbitration will take place in the county and state in which the **insured** lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will determine questions in dispute. The limits of coverage as shown in the Declarations, however, are not subject to arbitration. A written decision on which two agree will be binding on the **insured** and **us**; or

- b) If either party does not consent to arbitration or the two selected arbitrators cannot agree on a third arbitrator, the **insured** shall:
- (1) file a lawsuit in the proper court against the owner or driver of the **uninsured motor vehicle** and **us**, or, if such owner or driver is not known, against **us**; and
 - (2) immediately provide **us** copies of the summons and complaints upon filing by the **insured**; and
 - (3) secure a judgment. The judgment must be the final result of an actual trial and an appeal, if an appeal is taken.

In the event of such a suit, **we** have the right to defend the owner or driver of the **uninsured motor vehicle** on the issues of his legal liability and the amount of damages owned.

2. If the **insured** and the uninsured motorist or organization legally liable for the **insured's bodily injury** reach a settlement agreement to pay the **insured** such person's limits of liability, the **insured** must submit the agreement to **us** in writing for **our** approval prior to final execution of such settlement agreement if:
- a) the settlement would not fully satisfy the **insured's** claim for **bodily injury**; and
 - b) an uninsured motorists claim has been or will be made against **us**.
3. The **insured** may file suit against **us** and the uninsured motorist if, within 30 days after **our** receipt of the settlement agreement, **we** do not:
- a) approve the settlement;
 - b) waive **our** rights of recovery against the person or organization legally liable for the **bodily injury**.
 - c) authorize the signing of a full release; and
 - d) agreement to arbitrate the uninsured motorists claim.

The suit shall decide if the **insured** is legally entitled to collect damages, and if so, how much. The limit of **bodily injury** liability of the person legally liable shall be exhausted before any award may be entered against **us**. The award against **us** shall be binding and conclusive on **us** and the **insured** up to **our** coverage limit.

4. Except as provided above:

- a) any judgment against the uninsured will be binding and conclusive on **us** only if it has **our** written consent; and
- b) the **insured** must:
 - (1) obtain **our** written consent to:
 - (a) settle any legal action brought against any liable party; or
 - (b) release any liable party.
 - (2) preserve and protect **our** right to recovery from any liable party.

LIMITS OF PAYMENT

AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES

We agree to pay losses up to the limits stated in the policy Declarations. The following applies to these limits:

1. **Bodily injury** limits shown for any one person are for all legal damages, including all derivative claims, claimed by anyone arising out of and due to **bodily injury** to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to one person as a result of one occurrence.

Subject to this per-person limit, the total limit of **our** liability shown for each occurrence is the total amount available when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to two or more persons as a result of one occurrence.

2. Limits apply as stated in the Declarations, and are payable as follows:

- a) Except with respect to **you** or a **relative**, the insuring of more than one person or vehicle under this policy does not increase **our** payment limits.

- b) In no event will any **insured** other than **you** or a **relative** be entitled to more than the per-person limit which applies to the **motor vehicle** the **insured** was **occupying** when injured.
 - c) **You** or a **relative** are entitled to up to the sum of the per-person payment limits shown on the Declarations. This does not apply to policies issued to corporations.
3. **We** will pay benefits under this coverage only over and above any that are available:
- a) under any workers' compensation or disability benefits law or similar law.
 - b) under any auto Liability or auto Medical Payments coverage.
 - c) from any liable party.
 - d) from any source under the Florida Motor Vehicle No-Fault Law. Benefits also will be payable only over and above any that would be available under this law except for the application of a **deductible**.
4. **We** will not pay any uninsured motorists loss until the limits of all **bodily injury** liability coverage available from any source have been exhausted by payment of settlements or judgments.

OTHER INSURANCE

- 1. For any Uninsured Motorists coverage loss while **you** or a **relative** are **occupying a motor vehicle** other than **your auto**, **we** will pay the **insured** loss not covered by other Uninsured Motorists coverage.
- 2. If there is other collectible Uninsured Motorists coverage, **we** will be liable for only **our** share of the loss. **Our** share is **our** proportion of the total insurance limits for the loss.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any **insured** for the same element of loss.

ASSIGNABILITY

No interest in this coverage can be transferred without **our** written consent. However, if the **policyholder** dies, this coverage will stay in force for the rest of the policy period. It will apply for the deceased's legal representative and those persons protected on the date of death.

GENERAL POLICY CONDITIONS

We, you, and anyone insured by this policy must do certain things in order for the provisions of the policy to apply. The following are policy conditions:

1. HOW YOUR POLICY MAY BE CHANGED

- a) Any terms of this policy which may be in conflict with statutes of the state in which the policy is issued are hereby amended to conform.
- b) Any **insured** will automatically have the benefit of any extension or broadening of coverage in this policy, as of the effective date of the change, provided it does not require more premium.
- c) No other changes may be made in the terms of this policy except by endorsement or policy revision.
- d) The premium for each coverage is based on information in **our** possession. Any change or correction in this information will allow **us** to make an adjustment of the premium as of the date the change is effective.
- e) The **policyholder** has a duty to notify **us** as soon as possible of any change which may affect the premium or the risk under this policy. This includes, but is not limited to, changes in:
 - (1) the principal garaging address of the insured vehicle(s), which must be reported to **us** within 30 days of the date the address change becomes effective;
 - (2) drivers.
 - (3) use of the insured vehicle(s); or
 - (4) desired coverages, **deductibles**, or limits.

2. OPTIONAL PAYMENT OF PREMIUM IN INSTALLMENTS

The **policyholder** may pay the premium for this policy in installments, under terms and conditions approved, where required, by the Office of Insurance Regulation. For each separate installment payment there is an installment service charge. **Your** agent can provide more information. **We** will provide, on request, additional information about installment payments.

3. RENEWAL

We will renew this policy for successive policy periods, subject to the following conditions:

- a) Renewal will be in accordance with policy forms, rules, rates and rating plans in use by **us** at the time.
- b) All premiums, premium installment payments, and fees must be paid when due.

- c) Prior to the expiration of a policy term for which premium has been paid, **we** will mail a notice to the **policyholder** for the premium required to renew or maintain the policy in effect. **We** will mail this notice to the address last known to **us**.

4. NON-RENEWAL

- a) At the end of each policy period after the effective date of this **policy**, **we** will have the right to refuse to renew the entire policy or any of its coverages.
- b) If **we** elect not to renew, **we** will mail written notice to the **policyholder**, 45 days in advance of the date **our** action will take effect. Mailing of this notice to the last known address or delivery of it to the **policyholder** will be considered proof of notice.
- c) For nonpayment of renewal premium, coverage will terminate at the end of the last policy period for which premium was paid.

5. CANCELLATION DURING POLICY PERIOD

- a) The **policyholder** may cancel this policy or any of its coverages by mailing notice to **us** of the future date of cancellation desired. However, during the first two months the policy is in force, the **policyholder** may cancel Liability and Personal Injury Protection coverage only if:
 - (1) the insured vehicle is sold or totally destroyed;
 - (2) another policy is purchased to cover the same vehicle; or
 - (3) the **policyholder** chooses not to pay any additional premium which is due **us**, after receiving proper notice from **us** of a premium correction.
- b) Up to the time the original policy or any coverage has been in effect 60 days, **we** have unlimited right of cancellation. However, during the first 60 days the policy is in force, **we** may cancel for nonpayment of premium only if:
 - (1) the **policyholder's** payment is dishonored for any reason; or
 - (2) the **policyholder** chooses not to pay any additional premium which is due **us**, after receiving proper notice from **us** of a premium correction.

While the date **we** mail notice of cancellation must be within 60 days, the date of termination need not be.

- c) After any coverage of this policy has been in force 60 days, **our** right to cancel such coverage during the policy period is limited. **We** may cancel for any of the following reasons:
- (1) if premiums, premium installment payments, and fees are not paid when due, whether payable directly to **us** or through any premium finance plan.
 - (2) if **you**, or anyone who lives in **your** household, or anyone who customarily operates a **motor vehicle** covered by this policy has his or her driver's license suspended or revoked during the policy period or the 180 days immediately preceding its effective date.
 - (3) material misrepresentation or fraud.
- d) In any case of cancellation by **us** under items b) or c) above, **we** may cancel by mailing or delivering notice to the **policyholder**, 45 days in advance of termination of coverage unless **we** are canceling for nonpayment of premium. To cancel for nonpayment, **we** will mail or deliver notice to the **policyholder** 10 days in advance of termination of coverage. **Our** mailing of notice to the **policyholder's** last known address or delivery of it to the **policyholder** will be considered proof of notice.
- e) If cancellation of the policy is initiated by **you**, **we** will mail the unearned portion of any premium paid within 30 days after the effective date of the policy cancellation, or receipt of notice or request for cancellation, whichever is later. If cancellation is initiated by **us**, **we** will mail the unearned premium portion of any premium within 15 days after the effective date of the policy cancellation. Mailing or delivery of **our** check will constitute tender of refund. **We** will calculate any returned premium according to the rules, rates, fees and forms in effect and on file if required, for **our** use in **your** state.

6. AUTOMATIC TERMINATION

Coverage under this policy on a covered **motor vehicle** will automatically terminate when:

- a) **your** vehicle becomes insured under another policy with coverages similar to those contained within this policy, such as Liability, Medical Payments/No-

Fault, Uninsured Motorists, Underinsured Motorists, and Comprehensive or Collision Coverages, regardless of limits purchased.

- b) **your** vehicle is sold and or title is transferred to another person or organization.

At the time of renewal, if **you** or **your** representative fail to accept **our** renewal offer, this policy will terminate at the end of the current policy period. Non-payment of renewal or continuation premium will serve as a rejection of **our** continuation or renewal offer.

7. IF YOU BECOME BANKRUPT

Bankruptcy or insolvency of any **insured** will not relieve **us** of any obligation under the terms of this policy.

8. UNAUTHORIZED USE OF OTHER MOTOR VEHICLES

Protection in this policy does not apply to other **motor vehicles** which any **insured**:

- a) uses without a reasonable belief that the **insured** is entitled to do so.
- b) has stolen.
- c) knows to have been stolen.

9. FRAUD AND MISREPRESENTATION

a) This policy was issued in reliance on the information **you** provided at the time of **your** application for insurance coverage. **We** may void this policy, deny coverage under this policy, or, at **our** election, assert any other remedy available under applicable law, if **you**, or any insured person seeking coverage under this policy, knowingly, or unknowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time the application was made or at any time during the policy period.

b) **We** may void this policy, deny coverage for an accident or loss, or at **our** election, assert any other remedy available under applicable law, if any insured person or any other person seeking coverage under this policy has knowingly or unknowingly concealed or misrepresented any material fact or engaged in fraudulent conduct in connection with the filing or settlement of any claim.

c) If **we** void this policy, this shall not affect the liability coverage of this policy up to the minimum limits required by the financial responsibility law of the state of Florida, if **we** have certified **your** policy as proof of financial responsibility to the registrar of **motor vehicles** of the state of Florida,

and if the accident occurs before **we** notify the named **insured** that the policy is void. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

- d) No person or organization who engages in fraudulent conduct in connection with the application process, an accident or filing a claim, or engages in any material misrepresentation regarding the issuance of this policy shall be entitled to receive any payment under this policy at any time.

10. LEGAL ACTION LIMITATIONS

No legal action may be brought against **the company** concerning any of the coverages provided in this policy until the **insured** has fully complied with all terms of the policy.

Under the liability coverages of this policy, no legal action may be brought against **the company** until judgment against the **insured** has been finally determined after trial. This policy does not give anyone the right to make **us** a party to any action to determine the liability of an **insured**. In no event shall **we** be liable for more than the policy limits. **The company's** assets may not be attached in any such action.

Under Uninsured Motorists coverage, legal action against **the company** must begin within the time allowed by law for **bodily injury** or death actions in the state where the accident occurred.

Under the Personal Injury Protection coverage, no legal action may be brought against **us** until 30 days after the required notice of accident and proof of claims have been submitted to **us**.

11. SUBROGATION

- a) **We** have the right of subrogation under any:

- 1) Physical Damage;
- 2) Auto Liability;
- 3) Comprehensive Family Liability;
- 4) Personal Injury Protection; and
- 5) Medical Payments;

coverages in this policy and its endorsements. This means that after paying a loss to **you** or others under this policy, **we** will have the **insured's** right to sue for or otherwise recover such loss from anyone else who may be held liable. Also, **we** may require reimbursement from the **insured** out of

any settlement or judgment that duplicates **our** payments. These provisions will be applied in accordance with state law. Any **insured** will sign such papers, and do whatever else is necessary to transfer these rights to **us**, and will do nothing to prejudice them.

- b) With respect to Personal Injury Protection benefits **we** pay, if the **insured's** injuries are sustained:
- 1) while **occupying**; or
 - 2) as a pedestrian, if hit by a commercial **motor vehicle** as defined in the Florida Motor Vehicle No-Fault Law, **we** will be entitled to reimbursement from the owner or insurer of such commercial **motor vehicle**.

12. NON-SUFFICIENT FUNDS AND LATE PAYMENT CHARGES

The company reserves the right to impose a fee for any premium payment that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments, or if the premium is not paid by the due date. This is under the terms and conditions approved where required by the Office of Insurance Regulation. If the initial premium payment for this policy is unable to be processed due to non-sufficient funds as indicated above, **we** reserve the right to void the policy back to the date of inception. When **we** void the policy, **we** will not be liable for any claims. This includes any claims reported to **us** prior to receiving notice of the non-sufficient funds payment.

13. MEDIATION OF CLAIMS

In any claim filed with **us** for Basic Personal Injury Protection benefits or **Bodily Injury** Liability in an amount of \$10,000 or less, or for **Property Damage** Liability coverage in any amount, either party may demand mediation of the claim prior to litigation.

- a) A request for mediation must:
- 1) be filed with the Department of Financial Services on a form approved by that department; and
 - 2) state the reason for the request and the issues in dispute.
- b) The following mediation process will be used:
- 1) mediation procedures will be informal.
 - 2) all parties must have the authority to make a binding decision, and must mediate in good faith.

- 3) the Department of Financial Services will select a qualified mediator. Each party will have one opportunity to reject the chosen mediator, if desired.
 - 4) the mediator will notify the applicant and any other interested parties of the date, time, and place of the mediation conference. The conference may be held by telephone, if feasible. The mediation conference will be held within 45 days of the request for mediation.
 - 5) costs of mediation will be shared equally by both parties, unless the mediator determines that one party has not mediated in good faith.
 - 6) disclosures and information divulged in the mediation process shall not be admissible in any subsequent action or proceeding relating to the same disputed claim.
- c) Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation as described above will not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- d) The time period for filing suit will be extended 60 days following the conclusion of the mediation process, if later than the time normally allowed by the statute of limitations.

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of loops and a long horizontal stroke extending to the right.

President

**FLORIDA
ENDORSEMENT
PACKAGE**

TABLE OF CONTENTS

Non-Owner Policy	1
Additional Coverage for Special Equipment	1
Leased Auto-Additional Interest and Loss Payable Provisions	3
Loss of Use - Comprehensive or Collision	4
Uninsured Motorist (Non-Stacked)	4
Combined Single Limit for Liability Coverage	11
Combined Single Limit for Stacked Uninsured Motorists Coverage	12
Combined Single Limit for Non-Stacked Uninsured Motorists Coverage	13
Personal Injury Protection Exclusion -Work Loss	13
Named Driver Exclusion	14
Loss Settlement Endorsement-Original Equipment Manufacturer Parts	14

NON-OWNER POLICY (FL97GEE0110906)

This endorsement extends the coverages shown on the Declarations to **your** use of any **private passenger auto**. However, such auto must not be owned by **you** or any member of **your** household.

Coverage is provided according to the terms of the policy, but with the following modifying conditions:

1. The definitions of **you** and **your** are deleted and replaced as follows: **you** and **your** means the **policyholder**.
2. This endorsement does not apply to a **private passenger auto** used in **your** business or occupation.
3. Coverage for:
 - a) Auto Liability (for **Bodily Injury and Property Damage**);
 - b) Medical Payments; and
 - c) Uninsured Motorists and/or Underinsured Motorists;under this endorsement will apply only to **you**.
4. The insurance provided by the policy and endorsement will be excess to any other collectible insurance.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

ADDITIONAL COVERAGE FOR SPECIAL EQUIPMENT (FL97GEE0070906)

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

With this endorsement, **we** agree to provide:

1. additional coverage, above the \$750 policy limit, for any and all sound, picture or data devices, their antennas, or other parts and accessories that are permanently installed; and
2. coverage for special **equipment**.

This endorsement does not include coverage for the following items or their accessories: telephones; radar detectors; televisions; two-way mobile radios; scanning monitor receivers used for radar detection; or any other device designed to detect or deter the monitoring of speed.

Coverage is subject to the following conditions:

1. It applies only to such items declared to **us** and owned by **you**.
2. It applies while such items are in or upon any **motor vehicle**:
 - a) the policy Declarations indicate is covered by this endorsement.
 - b) newly-acquired by **you** and covered under the "Use of Other Motor Vehicles" provisions of the Physical Damage insurance for **your auto**.
3. **Our** obligation to pay for **loss** under this coverage is limited to the lesser of:
 - a) the limit of this coverage shown on the Declarations for any one occurrence; or
 - b) the actual cash value of all such insured items suffering **loss** in the same occurrence. The determination of actual cash value will include consideration of fair market value, age, and condition of the device at the time of **loss**.

However, if the **policyholder** elected the optional coverage for original equipment manufacturer parts for this vehicle, as indicated in the Declarations, that coverage will apply to this endorsement as well. Any **loss** under this endorsement will be settled on a replacement cost basis subject to the limit of coverage the **policyholder** has elected.

Any **loss** under this endorsement will be subject to the same deductible that applies to the Physical Damage coverage under which **loss** is claimed.

This endorsement applies as stated in the policy Declarations. The endorsement is issued by **the company** shown in the Declarations as the issuing company.

LEASED AUTO - ADDITIONAL INTEREST AND LOSS PAYABLE PROVISIONS (FL97GEE0090906)

This clause applies to Comprehensive and Collision coverages provided by this policy. It protects the loss payee named in the policy Declarations. Payment for loss will be made according to the interest of the policyholder and loss payee. At our option, payment may be made to both jointly, or to either separately. Either way, the company will protect the interests of both. Protection of the loss payee's interest will not be affected by any change in the ownership of the vehicle insured, nor by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply:

- 1) In any case of:
 - a) fraud;
 - b) misrepresentation, either in the application process or in the presentation of the claim;
 - c) material omission;
 - d) conversion;
 - e) embezzlement;
 - f) secretion; or
 - g) willfully damaging or destruction of **your auto**; committed by or at the direction of **you** or a **relative**.
2. To the loss of **your auto** while it is being used by **you**, a **relative**, or any person with **your** permission on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction.
3. Where the loss is otherwise not covered under the terms of this policy.

The company will not notify the loss payee each time **you** renew this policy, and **we** may cancel this policy according to the terms. **We** will give notice of cancellation to both the loss payee and the **policyholder** shown on the declaration page. **The company** will also notify the lienholder if coverage under the policy is excluded for any named driver.

The lienholder shall notify **the company** upon learning of any change in ownership of the vehicle. To the extent of payment to the loss payee, **the company** will be entitled to the lienholder's rights of recovery. **The company** will do nothing to impair the right of the loss payee to recover the full amount of its claim.

IF **WE** BECOME OBLIGATED TO REIMBURSE A LOSS PAYEE UNDER THIS COVERAGE DUE TO **YOUR** FAILURE TO MEET THE POLICY REQUIREMENTS OR THROUGH **YOUR** FAILING TO MAKE YOUR PREMIUM PAYMENTS, **WE** HAVE THE RIGHT TO RECOVER FROM **YOU** ANY MONEY **WE** PAY.

LOSS OF USE – COMPREHENSIVE OR COLLISION COVERAGES (FL97GEE0050906)

AUTO RENTAL EXPENSE

We will pay **you** for auto rental expense incurred by **you** if unable to use **your auto** because of a covered **Comprehensive** or **Collision** loss. However, this coverage does not apply when there is a total theft of **your auto**.

Auto rental expense is the cost of the renting one vehicle from a rental agency or garage. Subject to the coverage limit, reimbursement is limited to a maximum daily payment. The coverage limit and daily payment amounts are shown in the Declarations. This expense must be incurred within a certain time period. It begins when **your auto** cannot be driven for more than 24 hours due to a covered loss; or if **your auto** can be driven, it begins when it is left for more than 24 hours at a shop ready to begin agreed repairs. It continues:

- a) for 30 consecutive days; or
 - b) until your auto is repaired; or
 - c) until a total settlement is agreed to;
- whichever comes first.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

UNINSURED MOTORIST COVERAGE NON-STACKED (FL97GEE0240906)

COVERAGE AGREEMENT

YOU AND A RELATIVE

We will pay compensatory damages, including derivative claims, which are due by law to **you** or a **relative** from the owner or driver of an **uninsured motor vehicle** because of **bodily injury** suffered by **you** or a **relative**. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or

3. use;
of the **uninsured motor vehicle**.

OTHER PERSONS

We will also pay compensatory damages, including derivative claims, which are due by law to any other person who suffers **bodily injury** while **occupying**:

1. **your auto**;
2. a **motor vehicle** **you** do not own, while it is used temporarily in place of **your auto**. **Your auto** must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing;
 - d) loss; or
 - e) destruction.
3. a four-wheel **motor vehicle** newly acquired by **you**. This applies only during the first 30 days **you** own the vehicle, unless it replaces **your auto**.

DEFINITIONS

1. An uninsured **motor vehicle** is:
 - a) one for which there is no **bodily injury** liability bond, insurance or other security at the time of the accident.
 - b) one which is underinsured. This is a **motor vehicle** for which **bodily injury** liability coverage or bonds are in effect; however, their total amount is less than the damages for **bodily injury** sustained by the **insured**.
 - c) one for which the insuring company denies coverage or becomes insolvent.
 - d) a "hit-and-run" **motor vehicle** which causes **bodily injury** to an **insured**. The driver and the owner of the "hit-and-run vehicle" must be unknown. A report must be made to the police within 24 hours. **We** must have a sworn statement within 30 days. It must state that the **insured** has a legal action due to the accident. It must include facts to support the action. **We** may inspect any vehicle the **insured** was **occupying**.

If the "hit-and-run" vehicle has no physical contact with:

- (1) the **insured**; or

(2) the vehicle the **insured** was occupying; the facts of the accident must be proven by reliable evidence. The burden of proof will be on the injured party.

2. **We** will not consider as an **uninsured motor vehicle**:
 - a) any **motor vehicle** owned by a government unit or agency;
 - b) any vehicle in use as a residence or premises;
 - c) any equipment or vehicle designed for use off public roads except while on a public roads;
 - d) any **motor vehicle** insured under the liability coverage of this policy unless **your auto** is being operated by a non-resident person causing **bodily injury** to **you** or a **relative**; not
 - e) any **motor vehicle** owned by, or furnished for the regular use of, **you** or a **relative**.

COVERAGE EXCLUSIONS

This coverage does not apply to:

1. Use of any **motor vehicle**:
 - a) to carry persons or property for a fee; or
 - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to **your auto** used in shared expense car pools.

2. Use of any **motor vehicle** by an **insured** without the owner's permission.
3. **Bodily injury** of any **insured** if the **insured** or a legal representative settles, without **our** consent, with a liable party.
4. **Bodily injury** suffered while **occupying** a **motor vehicle** owned by **you** or a **relative**:
 - a) which is not insured for **Bodily injury** Liability coverage under this policy; or
 - b) for which the owner has previously rejected **Uninsured Motorists** coverage with any insurer as permitted by Florida Law.

It also does not apply to **bodily injury** from being hit by any such **motor vehicle**.

5. Directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits, or similar law.
6. Payment for any punitive or exemplary damages.
7. Damages for pain, suffering, mental anguish and inconvenience unless **bodily injury** consists 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.

INSURED PERSON'S DUTIES

1. The insured must:

- a) submit written proof of the claim to **us**. It must be under oath, if required. It must include details of:
 - (1) the nature and extent of injuries;
 - (2) treatment; and
 - (3) any other facts which could affect the amount of payment.
 - b) provide all facts of the accident and the name of all witnesses.
 - c) answer questions under oath as often as **we** require with good reason.
 - d) be examined by doctors chosen by **us** as often as **we** require with good reason. At **our** request, the injured person must promptly authorize **us** to:
 - (1) speak with any doctor who has provided treatment;
 - (2) read all medical history and reports of the injury;
 - (3) obtain copies of wage and medical reports and records; and
 - (4) obtain copies of all medical bills as they are incurred.
2. After notice of claim, **we** may require the **insured** to take legal action against any liable party.
3. An **insured** may bring legal action against the other party for **bodily injury**. A copy of any paper served in this action must be sent to **us** at once.

CLAIMS SETTLEMENT (INCLUDING ARBITRATION)

1. **We** will jointly determine with the **insured** whether there is a legal right to recover damages, and if so, the amount of such damages. If the **insured** and **we** can't agree, then:
- a) If both parties consent, the following arbitration procedure will be used:

Each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, the **insured** shall proceed as provided in term b) below. Each party will pay its chosen arbitrator, and pay half of all other expenses.

Unless the **insured** and **the company** agree otherwise, arbitration will take place in the county and state in which the **insured** lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will determine questions in dispute. The limits of coverage as shown in the Declarations, however, are not subject to arbitration. A written decision on which two agree will be binding on the **insured** and **us**; or

b) If either party does not consent to arbitration or the two selected arbitrators cannot agree on a third arbitrator, the **insured** shall:

(1) file a lawsuit in the proper court against the owner or driver of the **uninsured motor vehicle** and **us**, or, if such owner or driver is not known, against **us**; and

(2) immediately provide **us** copies of the summons and complaints upon filing by the **insured**; and

(3) secure a judgment. The judgment must be the final result of an actual trial and an appeal, if an appeal is taken.

In the event of such a suit, **we** have the right to defend the owner or driver of the **uninsured motor vehicle** on the issues of his legal liability and the amount of damages owned.

2. If the **insured** and the uninsured motorists or organization legally liable for the **insured's bodily injury** reach a settlement agreement to pay the **insured** such person's limits of liability, the **insured** must submit the agreement to **us** in writing for **our** approval prior to final execution of such settlement agreement if:

a) the settlement would not fully satisfy the **insured's** claim for **bodily injury**; and

b) an uninsured motorist's claim has been or will be made against **us**.

3. The **insured** may file suit against **us** and the uninsured motorist if, within 30 days after **our** receipt of the settlement agreement, **we** do not:

a) approve the settlement;

- b) waive **our** rights of recovery against the person or organization legally liable for the **bodily injury**.
- c) authorize the signing of a full release; and
- d) agreement to arbitrate the uninsured motorists claim.

The suit shall decide if the **insured** is legally entitled to collect damages, and if so, how much. The limit of **bodily injury** liability of the person legally liable shall be exhausted before any award may be entered against **us**. The award against **us** shall be binding and conclusive on **us** and the **insured** up to **our** coverage limit.

- 4. Except as provided above:
 - a) any judgment against the uninsured will be binding and conclusive on **us** only if it has **our** written consent; and
 - b) the **insured** must:
 - (1) obtain **our** written consent to:
 - (a) settle any legal action brought against any liable party; or
 - (b) release any liable party.
 - (2) preserve and protect **our** right to recovery from any liable party.

LIMITS OF PAYMENT

AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES

We agree to pay losses up to the limits stated in the policy Declarations. The following applies to these limits.

- 1. **Bodily injury** limits shown for any one person are for all legal damages, including all derivative claims, claimed by anyone arising out of and due to **bodily injury** to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to one person as a result of one occurrence.

Subject to this per-person limit, the total limit of **our** liability shown for each occurrence is the total amount available when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to two or more persons as a result of one occurrence.

2. Limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase **our** Uninsured Motorists payment limits. Subject to these terms, limits are payable as follows:
 - a) if any **insured** is injured while **occupying your auto**, only the limits on that auto apply.
 - b) if any **insured** is injured while **occupying a motor vehicle** not owned by **you** or a **relative**, the highest limit on any one **motor vehicle** insured by us will apply, but such coverage shall be excess over the Uninsured Motorists Coverage on the vehicle the **insured** is **occupying**.
 - c) if **you** or a **relative** are injured while a pedestrian, **we** will pay only up to the one per-person limit such **insured** selects from this policy to apply to the loss. Such **insured** may not select limits from more than one policy.
3. **We** will pay benefits under this coverage only over and above any that are available:
 - a) under any workers' compensation or disability benefits law or similar law.
 - b) under any auto Liability or auto Medical Payments coverage.
 - c) from any liable party.
 - d) from any source under the Florida Motor Vehicle No-Fault Law. Benefits also will be payable only over and above any that would be available under this law except for the application of a **deductible**.
4. **We** will not pay any uninsured motorists loss until the limits of all **bodily injury** liability coverage available from any source have been exhausted by payment of settlements or judgments.

OTHER INSURANCE

1. For any Uninsured Motorists coverage loss while **you** or a **relative** are **occupying a motor vehicle** not owned by **you** or a **relative**, any coverage payable under this policy will be excess over any available coverage on the occupied vehicle.

2. For any Uninsured Motorists coverage loss involving injury to **you** or a **relative** while:
 - a) a pedestrian; or
 - b) **occupying a motor vehicle** not owned by **you** or a **relative**;such **insured** may select one limit of coverage to apply to the loss, from any policy under which he or she is covered as a named insured or insured household member. If such **insured** selects limits from another policy to apply, coverage under this policy will not be payable.
3. Except as stated above, if there is other collectible Uninsured Motorists coverage, **we** will be liable for only **our** share of the loss. **Our** share is **our** proportion of the total insurance limits for the loss.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any **insured** for the same element of loss.

ASSIGNABILITY

No interest in this coverage can be transferred without **our** written consent. However, if the **policyholder** dies, this coverage will stay in force for the rest of the policy period. It will apply for the deceased's legal representative and those persons affected on the date of death.

COMBINED SINGLE LIMIT FOR LIABILITY COVERAGE (FL97GEE0370906)

With this endorsement, the AUTO LIABILITY section of the policy is amended as follows:

LIMITS AND CONDITIONS OF PAYMENT AMOUNTS PAYABLE FOR LIABILITY LOSSES

The first paragraph and Item 1 are replaced to read:

Our obligation to pay **Property Damage** or **Bodily Injury** Liability losses is limited to the amount per occurrence stated in the Declarations. The following conditions apply to that limit:

1. This limit will be applied to provide the separate bodily injury and property damage limits required to satisfy the financial responsibility law. Any amount remaining within the total limit will then be used as needed.

The per occurrence policy limit shall be enforceable regardless of the number of **insureds**, claims made, vehicles or premium shown in the Declarations or policy, or vehicles involved in the accident.

All other terms and conditions apply as stated in the policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

COMBINED SINGLE LIMIT FOR STACKED UNDERINSURED MOTORISTS COVERAGE (FL97GEE0690906)

With this endorsement, the **Uninsured/Underinsured Motorist Coverage Stacked** section of the policy is amended as follows:

LIMITS AND CONDITIONS OF PAYMENT

AMOUNTS PAYABLE FOR UNINSURED OR UNDERINSURED MOTORISTS LOSSES

The first paragraph and item 1 are replaced to read:

Our obligation to pay **Underinsured Motorists** losses is limited to the amount per occurrence stated in the Declarations. The following conditions apply to this limit:

1. The limit shown is for all covered damages, including all derivative claims, claimed by one or more **insureds** due to **bodily injury** as the result of one occurrence. This limit shall be enforceable regardless of the number of **insureds**, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.

All other terms and conditions apply as stated in the policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

COMBINED SINGLE LIMIT FOR NON-STACKED UNINSURED MOTORISTS COVERAGE (FL97GEE0680906)

With this endorsement, the **Uninsured/Underinsured Motorist Coverage Non-Stacked** section of the policy is amended as follows:

LIMITS AND CONDITIONS OF PAYMENT

AMOUNTS PAYABLE FOR UNINSURED OR UNDERINSURED MOTORISTS LOSSES

The first paragraph and item 1 are replaced to read:

Our obligation to pay **Uninsured Motorists** losses is limited to the amount per occurrence stated in the Declarations. The following conditions apply to this limit:

1. The limit shown is for all covered damages, including all derivative claims, claimed by one or more **insureds** due to **bodily injury** as the result of one occurrence. This limit shall be enforceable regardless of the number of **insureds**, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.

Item 2(c) is replaced with the following:

- c) if **you** or a **relative** are injured while a pedestrian, **we** will pay up to the per-occurrence limit stated in the Declarations. Such **insured** may not select limits from more than one policy.

All other terms and conditions apply as stated in the policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

PERSONAL INJURY PROTECTION EXCLUSION — WORK LOSS (FL97GEE0650906)

This endorsement excludes loss of income benefits under Work Loss for Personal Injury Protection coverage. The exclusion applies to **you**, or to **you** and dependent **relatives**, as shown on the policy declarations.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

NAMED DRIVER EXCLUSION (FL97GEE0450906)

With this endorsement, all coverage provided in this policy are not in effect while an excluded driver is operating any of the vehicles to which this policy applies. This includes any claims for negligent entrustment or similar claims brought against **you**, a **resident relative**, or another person or organization that is vicariously liable for an **accident** arising out of the operation of a **car** by the excluded driver. If **we** are required to pay a claim under your **policy**, for any reason, for an **accident** which occurs while any **car** is operated by the excluded person(s), **you** must repay **us** for any and all payments, costs and expenses above and beyond what **we** are required to pay outside of the benefits of this policy.

However, this exclusion does not apply to \$10,000 of Personal Injury Protection Coverage or to \$10,000 of Property Damage Liability Coverage as required by the Florida Financial Responsibility Law.

This exclusion will apply to any subsequent transfer, reinstatement, or renewal of this policy.

The policy remains unchanged in all other respects.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.

**LOSS SETTLEMENT ENDORSEMENT -
ORIGINAL EQUIPMENT MANUFACTURER PARTS
(FL97GEE0640906)**

When the policyholder selects this endorsement to apply to a vehicle, in exchange for added premium for Physical Damage coverage, it is agreed that the Loss Settlement provisions for Physical Damage coverage on that vehicle will be amended to read:

At **our** option, **we** may:

1. pay **you** directly for a **loss**;
2. pay the amount necessary to repair or replace **your auto** or its damaged parts;

3. return stolen property at **our** expense and pay for any damage.

Whenever available, **we** will use new parts furnished by an original equipment manufacturer to repair or replace any damaged parts of **your auto**. Parts must fit and perform equally as well as the parts they replaced.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by **the company** shown in the Declarations as the issuing company.