

# **OCEAN HARBOR CASUALTY INSURANCE COMPANY**

## **LIMITED PERSONAL AUTO POLICY**

---

Read your Policy carefully. This Policy does not satisfy all Financial  
Responsibility Laws.

This is a restricted Policy.

This Policy limits payment and reimbursement under the PIP Coverage  
as allowable by Florida Statute.

These policy terms and conditions with the declaration page and  
endorsements, if any, issued to form a part thereof,  
complete this policy.

---



**OCEAN HARBOR CASUALTY INSURANCE COMPANY  
LIMITED PERSONAL AUTO POLICY**

**TABLE OF CONTENTS**

<b>ITEM</b>	<b>Page</b>
<b>AGREEMENT</b> .....	1
<b>DEFINITIONS</b> .....	1
<b>PART I: COVERAGE FOR BODILY INJURY PROPERTY DAMAGE LIABILITY</b> .....	2
INSURING AGREEMENT.....	2
SUPPLEMENTARY PAYMENTS .....	3
POLICY PERIOD AND TERRITORY .....	3
EXCLUSIONS .....	3
LIMIT OF LIABILITY .....	4
OTHER INSURANCE .....	5
NON-JOINDER OF INSURER .....	5
LEGAL ACTION AGAINST US .....	5
NOTICE OF LOSS .....	5
PROOF OF LOSS .....	5
<b>PART II: UNINSURED MOTORISTS COVERAGE</b> .....	5
INSURING AGREEMENT.....	6
EXCLUSIONS .....	6
LIMIT OF LIABILITY .....	6
OTHER INSURANCE .....	7
TRUST AGREEMENT .....	7
DISPUTES CONCERNING UNINSURED MOTORIST CLAIMS .....	7
<b>PART III: COVERAGE FOR PERSONAL INJURY PROTECTION</b> .....	8
INSURING AGREEMENTS .....	8
DEFINITIONS .....	8
COVERAGE DESCRIPTION.....	8
POLICY PERIOD AND TERRITORY .....	9
EXCLUSIONS .....	9
LIMIT OF LIABILITY .....	9
REIMBURSEMENT AND SUBROGATION .....	10
ARBITRATION.....	10
LEGAL ACTION AGAINST US .....	10
NOTICE OF CLAIM .....	11
PROOF OF CLAIM.....	11

<b>PART IV: COVERAGE FOR DAMAGE TO YOUR AUTO</b> .....	11
INSURING AGREEMENT .....	11
TRANSPORTATION EXPENSE .....	11
EXCLUSIONS .....	11
LIMIT OF LIABILITY .....	13
PAYMENT OF LOSS .....	13
NO BENEFIT TO BAILEE .....	13
OTHER INSURANCE .....	13
APPRAISAL .....	13
LEGAL ACTION AGAINST US .....	13
NOTICE OF LOSS .....	14
PROOF OF LOSS .....	14
<b>PART V: DUTIES AFTER AN ACCIDENT OR LOSS</b> .....	14
<b>PART VI: GENERAL PROVISIONS</b> .....	15
CHANGES .....	15
COOPERATION AND ASSISTANCE .....	15
MISREPRESENTATION AND FRAUD .....	15
LEGAL ACTION AGAINST US .....	15
OUR RIGHT TO RECOVER PAYMENT .....	15
OUR RIGHT TO RECOMPUTE PREMIUM .....	16
POLICY PERIOD .....	16
TERMINATION .....	16
OTHER TERMINATION PROVISIONS .....	18
TRANSFER OF INTERESTS .....	18
TWO OR MORE AUTOS INSURED .....	18
BANKRUPTCY .....	18
MEDIATION OF CLAIMS .....	18
CONFORMITY WITH LAW .....	19
APPLICATION AND DECLARATIONS .....	19
INQUIRIES .....	19

# OCEAN HARBOR CASUALTY INSURANCE COMPANY

## PERSONAL AUTO POLICY

### AGREEMENT

In return for the payment of all premiums and subject to the terms of this policy, "we" agree with "you" as follows:

All correspondence shall be mailed to "you" at the address stated on the policy application unless "you" notify "us" in writing by certified mail of a change of address. All claims correspondence to "us" must be mailed to P.O. Box 451119, Sunrise, Florida 33345.

#### COMMON DEFINITIONS

The following definitions apply to all sections, parts, provisions and addendum of this policy.

Words and phrases are defined. They are in quotation marks when used.

**A.** Throughout this policy "you" and "your" refer to the "named insured" defined as:

1. The person or organization shown in the Declarations of this policy; and if an individual,
2. The spouse if a resident of the same household, provided the spouse is listed by "you" on the policy application.

**B.** "We", "us" and "our" refer to the Company providing this insurance.

**C.** For the purposes of this policy, any person leasing a private passenger "motor vehicle" which is leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

Shall be considered the "owner" of said leased "motor vehicle".

**D.** "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:

1. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
2. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase; and such lease agreement is for a period of six months or more; and

3. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase; and such lease agreement is for a period of six months or more; and the lease agreement provides that the lessee shall be responsible for securing insurance.

**E.** "Business" includes trade, profession or occupation.

**F.** "Resident relative" means a person related to "you" by blood, marriage or adoption who resides in "your" household. This includes a ward or a legally placed foster child.

**G.** "Insured" means:

1. "You" or any "resident relative" for the ownership, maintenance or use of any "motor vehicle" or "trailer".
2. Any person using "your covered auto" with express or implied permission to do so.

**H.** "Trailer" means any vehicle without motor power, other than a pole "trailer", designed for carrying persons or property and for being drawn by a "motor vehicle."

**I.** "Your covered auto" means:

1. Any "motor vehicle" shown in the Declarations.
2. Any private passenger "motor vehicle" which replaces any "motor vehicle" shown in the Declarations, of which "you" become the "owner" during the policy period. If the private passenger "motor vehicle" "you" acquire replaces one shown in the Declarations, it will have the same liability and personal injury protection coverage as the "motor vehicle" it replaced.

"You" must ask "us" in writing to insure a replacement "motor vehicle" within 30 days only if it is a pickup or van used in any "business" other than farming or ranching.

3. Any private passenger "motor vehicle" which is acquired in addition to the "motor vehicle(s)" shown in the Declarations of which "you" become the "owner" during the policy period provided that "you" are not the "owner" of any other "motor vehicles" which are uninsured, self-insured or insured with another insurer, and provided that:

a. "You" ask "us" in writing to insure it within thirty days after "you" become the "owner" of said private passenger "motor vehicle"; and

b. With respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the private passenger "motor vehicle" "you" acquire is in addition to any shown in the Declarations, it will have the broadest coverage "we" now provide for any vehicle shown in the Declarations.

4. Any "trailer" of which "you" are the "owner" while being towed by "your covered auto", provided that it is not used for any "business", professional or occupational purposes.

5. Any private passenger "motor vehicle" or "trailer" of which "you" are not the "owner" while being used as a "temporary substitute" for "your covered auto".

**J.** "Temporary substitute" means a private passenger "motor vehicle" or "trailer" which is used only while "your covered auto" or "trailer" is out of normal use because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. Loss; or
5. Destruction.

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

A "motor vehicle" does not include:

1. Any vehicle which is used in mass transit other than public school transportation and designed to transport more than 5 passengers exclusive of the operator of the vehicle and which is owned by a municipality, a transit authority, or by a political subdivision of the state; or
2. A mobile home; or

3. A motorcycle or any other vehicle with less than four wheels; or

4. Any vehicle while it is drag racing or engaged in any organized speed, stunt or demolition event or contest.

**L.** "Occupying" means in, upon, entering into, or alighting from.

**M.** "Bodily injury" means "bodily injury" to a person, including sickness, disease or death resulting therefrom.

**N.** "Property damage" means damage or destruction of tangible property, including loss of use.

## **PART I: COVERAGE FOR "BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY**

### **INSURING AGREEMENT**

"We" will pay damages for "bodily injury" or "property damage" for which any "covered person" becomes legally liable as a result of an auto accident. "We" will settle or defend, as "we" consider appropriate, any claim or suit against the "covered person" asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. "Our" duty to settle or defend ends when "our" limit of liability for this coverage has been exhausted. "We" have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

### **DEFINITIONS**

"Covered person" as used in this part means:

**A.** "You" or any "resident relative", for the ownership, maintenance or use of any "motor vehicle" or "trailer", except for any "motor vehicle" or "trailer";

1. Of which "you" or any "resident relative" are the "owner" which is not defined as "your covered auto" under this policy; or

2. Furnished or available for "your" or any "resident relative's" regular use which is not defined as "your covered auto" under this policy; or

3. Rented or leased by "you" or any "resident relative" which is not being used as a "temporary substitute" for "your covered auto" except for a "trailer";

- B. Any person using "your covered auto" with "your" express or implied permission, and used within the scope of that permission;
- C. For "your covered auto", any person or organization, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this part;
- D. For any private passenger "motor vehicle" or "trailer", other than "your covered auto", any person or organization, but only with respect to legal responsibility for acts or omissions of "you" for whom coverage is afforded under this part. This provision applies only if the person or organization does not own, rent, lease nor hire the private passenger "motor vehicle" or "trailer";

Except while operating, maintaining or using a motorcycle.

### SUPPLEMENTARY PAYMENTS

In addition to "our" limit of liability, "we" will pay on behalf of a "covered person":

- A. Up to \$250 for the cost of the bail bonds required because of an auto accident, including related traffic law violations, resulting in "bodily injury" or "property damage" covered under this policy.
- B. Premiums on appeal bonds and bonds to release attachments in any suit against the "covered person" that "we" defend.
- C. Interest accruing after a judgment is entered in any suit against the "covered person" that "we" defend. "Our" duty to pay interest ends when "we" offer to pay that part of the judgment, which does not exceed "our" limit of liability for this coverage.
- D. Up to \$50 per day for loss of earnings, but not other income, because of attendance at hearings or trials at "our" request.
- E. Other reasonable expenses incurred at "our" request.

### POLICY PERIOD AND TERRITORY

This policy applies to auto accidents, which occur during the policy period as shown in the Declarations and within the "policy territory".

The "policy territory" is the United States of America, its territories or possessions, and Canada. This policy also applies to auto accidents involving, "your covered auto" while it is being transported between their ports.

However, the limit of liability shown in the Declarations is the maximum limit of liability "we" will pay, regardless of the location of the loss.

### EXCLUSIONS

"We" do not provide "bodily injury" or "property damage" liability coverage:

- A. For any person who intentionally causes "bodily injury" or "property damage".
- B. For any person for damage to property owned or being transported by that person.
- C. For any "covered person" for damage to property rented to, used by, or in the care of that person. This exclusion does not apply to damage to a residence or private garage. It also does not apply to damage to any of the following type vehicles not owned by or furnished or available for the regular use of "you" or any "resident relative":
  1. Private passenger "motor vehicles"; or
  2. "Trailers".
- D. For any person while employed or otherwise engaged in the "business" or occupation of selling, repairing, servicing, storing or parking of "motor vehicles" designed for use mainly on public highways, including road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of "your covered auto" by "you", or any partner, agent or employee of "you" or any "resident relative".
- E. For any person maintaining or using any "motor vehicle" while that person is employed or otherwise engaged in any "business" or occupation (other than farming and ranching) not described in Exclusion D.
 

This Exclusion does not apply to the maintenance or use of "your" private passenger "motor vehicle". It also does not apply to the maintenance or use of a "trailer" used with these "motor vehicles".
- F. For the ownership, maintenance or use of:
  1. Any "motor vehicle" which:
    - a. Has less than four wheels;
    - b. Is not required to be licensed for use on public roads; or
    - c. Weighs in excess of 10,000 pounds. This exclusion does not apply to any "trailer" of which "you" are the "owner".
- G. For the ownership, maintenance, or use of any "motor vehicle" other than "your covered auto", which is

owned by "you" or a "resident relative" or furnished or available for "your" or any "resident relative's" regular use.

However, this exclusion does not apply to the "named insured's" maintenance or use of any "motor vehicle" which is owned by a "resident relative" or furnished or available for the regular use of any "resident relative".

**H.** For any person while "your covered auto" is being used:

1. For the purpose of any prearranged or organized racing, demolition or speed contest, exhibition, or preparation therefore;
2. In any illegal activity (other than a traffic violation) in which "you" or a "resident relative" are a willing participant or give willful consent.

**I.** For any person using "your covered auto" without express or implied permission to do so.

**J.** For any person for "bodily injury" or "property damage" for which that person is an "insured" under a "nuclear energy liability policy" or would be an "insured" but not for its termination upon exhaustion of its limits of liability. A "nuclear energy liability policy" is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.

**K.** For "bodily injury" or "property damage" sustained by the "named insured" or any "resident relative".

**L.** For any person's liability arising out of the ownership or operation of a "motor vehicle" while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.

**M.** For any "motor vehicle" while it is being used for or in the course of "your" employment or occupation, unless:

1. "You" have told "us" in writing the car is for "business" use;
2. "We" have accepted "your covered auto" based on these conditions; and
3. "You" have paid the premium for "business" use.

**N.** For any "motor vehicle", nor operator of such "motor vehicle", rented by "you" or any "resident relative"; unless it is being used as a "temporary substitute" for "your covered auto".

**O.** For "bodily injury" or "property damage" arising out of any person's liability for the ownership, maintenance or operation of "your covered auto" when:

1. It is being rented or leased to others;
2. It has been sold to another; or
3. It is under a conditional sales agreement by "you" to another.

**P.** For "bodily injury" or "property damage" arising out of any liability assumed under any contract or leasing agreement unless that liability arises out of negligence or such liability would have existed without the contract.

**Q.** For "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of any vehicle while it is being used as a residence or premises.

**R.** For any damages which are specifically described as vicarious, punitive or exemplary.

**S.** For any person for "bodily injury" to an employee or fellow employee of that person during the course of:

1. Employment; or
2. Performing the duties related to the conduct of that person's "business"; or
3. The spouse, child, parent, brother or sister of that person as a consequence of 1 or 2 above.

This exclusion does not apply to "bodily injury" to a domestic employee not entitled to Workers' Compensation benefits or to liability assumed by the "named insured" under an "insured" contract.

## LIMIT OF LIABILITY

The limit of liability shown in the Declarations for each person for "bodily injury" liability is "our" maximum limit of liability for all damages for "bodily injury" sustained by any one person in any one auto accident. This includes all derivative claims arising out of said "bodily injury" which includes, but is not limited to: damages for care; loss of service or death; loss of consortium; loss of society or companionship. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for "bodily injury" liability is "our" maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each auto accident for "property damage" liability is "our" maximum limit of liability for all damages to all property resulting from any one auto accident regardless of the location of the loss.

This is the most "we" will pay regardless of the number of "covered persons", claims made, vehicles or premiums shown in the Declarations, or vehicles involved in the auto accident.

## FINANCIAL RESPONSIBILITY

When "we" certify this policy as proof under the Florida financial responsibility law, it will comply with the law to the extent of the coverage required under all Florida Statutes as provided in Chapter 324.

## OTHER INSURANCE

If there is other applicable liability insurance, "we" will pay only "our" share of the loss. "Our" share is the proportion that "our" limit of liability bears to the total of all applicable limits. However, any insurance "we" provide for a vehicle of which "you" are not the "owner" shall be excess over any other collectible insurance.

## NON-JOINDER OF INSURER

No person, who is not an "insured" under the terms of this policy shall have any interest in this policy, either as a third party beneficiary or otherwise, prior to first obtaining a verdict against a person who is an "insured" under the terms of this policy for a cause of action which is covered by this policy.

## LEGAL ACTION AGAINST "US"

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of auto accident and reasonable proof of claim has been filed with "us". Reasonable proof shall include, but not be limited to, a fully completed accident report and police report. In addition, under this section of the policy, no legal action may be brought against "us" until "we" agree, in writing, that the "covered person" has an obligation to pay or until the amount of that obligation has been finally determined by verdict after trial. No person or organization has any right under this policy to bring "us" into any action to determine the liability of a "covered person" until after the rendition of a verdict.

## NOTICE

In the event of an accident, written notice of the loss must be given to "us" or any of "our" authorized agents as soon as practicable.

## SUBMIT A PROOF OF LOSS WHEN REQUIRED BY "US"

As soon as practicable, the person making the claim shall give to "us" written proof of claim, under oath if required, which may

include information as may assist "us" in determining the amount due and payable.

A person seeking any coverage under this section of the policy must cooperate with "us" in the investigation, settlement or defense of any claim or suit, including submitting to an examination under oath by any person named by "us" when or as often as "we" may reasonably require at a place designated by "us" within a reasonable time after "we" are notified of the claim.

Whenever a person making a claim is charged with committing a felony in connection with the incident giving rise to said claim, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

## PART II: UNINSURED MOTORISTS COVERAGE

### DEFINITIONS

- A.** "Claimant" means:
1. "You" for the ownership, maintenance or use of any "motor vehicle" or "trailer"
  2. "Resident Relative" for the ownership, maintenance or use of any "motor vehicle" or "trailer".
  3. Any other person "occupying" "your covered auto".
  4. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1, 2 or 3 above.
- B.** "Uninsured motor vehicle" means a land "motor vehicle" or "trailer" of any type:
1. To which no "bodily injury" liability bond or policy applies at the time of the auto accident.
  2. To which a "bodily injury" liability bond or policy applies at the time of the auto accident; but the amount paid for "bodily injury" under that bond or policy to a "claimant" is not enough to pay the full amount the "claimant" is legally entitled to recover as damages.
  3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an auto accident resulting in "bodily injury" without hitting:
    - a. "You" or any "resident relative";
    - b. A vehicle which "you" or any "resident relative" are "occupying"; or
    - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the auto accident must be proved. "We" will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

4. To which a "bodily injury" liability bond or policy applies at the time of the auto accident but the bonding or insuring company:
- a. Denies coverage; or
  - b. Is, or becomes, insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of "you" or any "resident relative" that causes damage to you or any resident relative and they are excluded from Part I; unless being operated by a non-resident relative.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.
6. Insured under this policy, except as provided for in 1 above.

#### INSURING AGREEMENT

Under the Uninsured Motorists Coverage, "we" will pay compensatory damages except punitive and exemplary damages, which a "claimant" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

- A. Sustained by a "claimant"; and
- B. Caused by an auto accident; and
- C. Caused by the negligence of an owner and/or operator of an "uninsured motor vehicle" arising out of the ownership, maintenance or use of that vehicle.

This coverage does not apply to any damages for pain and suffering that the "claimant" may be legally entitled to recover against an uninsured motorist unless the injury or disease, caused by the "uninsured motor vehicle", resulted in:

- A. Significant and permanent loss of an important bodily function;
- B. Permanent injury within reasonable medical probability other than scarring or disfigurement;

C. Significant and permanent scarring or disfigurement; or

D. Death.

Any judgment for damages arising out of a suit brought without "our" written consent is not binding on "us".

#### EXCLUSIONS

"We" do not provide uninsured motorists coverage for "bodily injury" sustained by any "claimant":

- A. If that "claimant" or his legal representative has made a settlement or has been awarded a judgment of his claim without "our" prior written consent.
- B. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
- C. Using a "motor vehicle" without express or implied permission to do so.

This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:

1. Workers' Compensation law; or
2. Disability benefits law.

#### LIMIT OF LIABILITY

- A. The maximum limit of "our" liability for uninsured motorists coverage in any one auto accident is the sum of the uninsured motorists coverage limits shown in the Declarations applicable to each "motor vehicle". This is the most "we" will pay regardless of the number of:
  1. "Insureds";
  2. "Claimants";
  3. Claims made;
  4. Vehicles or premiums shown in the Declarations; or
  5. Vehicles involved in the auto accident.
- B. Any coverage afforded under this section shall be over and above, but shall not duplicate, any amounts available to a "claimant" because of other "bodily injury" coverage:
  1. From or on behalf of persons or organizations who may be legally responsible.  
This includes all sums paid under Part I.
  2. Under any of the following:
    - a. Workers' Compensation law;
    - b. Disability benefit law or similar law;
    - c. No-Fault coverage; or

d. Automobile medical payments coverage;

- C. Any payment under this coverage will reduce any amount that "claimant" is entitled to recover for the same element of loss under Part I of this policy; and in no event will a "claimant" be entitled to receive duplicate payment for the same element of loss.

#### **OTHER INSURANCE**

When a "claimant" occupies a "motor vehicle" not described in this policy, this insurance is excess over any other similar insurance available to the "claimant" and the insurance, which applies to the occupied "motor vehicle" is primary.

If the "claimant" has other insurance against a loss covered by the uninsured motorist provisions of this policy, "we" will not be liable for more than "our" pro-rata share of the total coverage available.

#### **TRUST AGREEMENT**

If "we" pay a "claimant" for loss under this coverage:

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

#### **DISPUTES CONCERNING UNINSURED MOTORIST CLAIMS**

If a "claimant", or in the case of death, the personal representative agrees to settle a claim with a liability insurer and its "insured" and such settlement would not fully satisfy the claim for personal injuries or wrongful death so as to create an uninsured motorist claim against "us", then such proposed settlement agreement shall be submitted in writing to "us" by certified or registered mail; and "we" shall have a period of thirty days after receipt thereof in which to consider authorization of the settlement or retention of subrogation rights. If "we" authorize settlement or fail to respond to the settlement request within the thirty day period, the "claimant" may proceed to execute a full release in favor of the underinsured motorist's liability insurer and its "insured" and finalize the proposed settlement without prejudice to any underinsured motorist claim.

If "we" choose to preserve "our" subrogation rights by refusing permission to settle, "we" must, within thirty days after receipt of the notice of the proposed settlement, pay to the "claimant" the amount of the written offer from the underinsured motorist's liability insurer. Thereafter, upon final resolution of the underinsured motorist claim, "we" are entitled to seek subrogation against the underinsured motorist and the liability insurer for the amounts paid to the "claimant".

"We" are entitled to a credit against total damages in the amount of the limits of the underinsured motorist's liability policy in all cases, even if the settlement with the underinsured motorist or the payment by the underinsured motorist's insurer is for less than the underinsured motorist's full liability policy limits. The term "total damages" means the full amount of damages determined to have been sustained by the "claimant", regardless of the amount of underinsured motorist's coverage. No payments or credits reduce or affect the total amount of underinsured motorist's coverage available to the "claimant".

A person seeking any uninsured motorist's coverage must cooperate with "us" in the investigation of any uninsured motorist claim or suit, including submitting to examination under oath by any person named by "us" when or as often as "we" may reasonably require at a place designated by "us".

If "we" and a "claimant" disagree as to whether that person is legally entitled to recover damages from the "owner" or operator of an uninsured or underinsured "motor vehicle", or do not agree as to the amount of damages, the matter will be decided by a court of competent jurisdiction. Any judgment against the uninsured motorist will be binding against "us" only if "we" were named as a party defendant.

**PART III: COVERAGE FOR PERSONAL INJURY PROTECTION**

**INSURING AGREEMENTS**

**DEFINITIONS**

When used in reference to this Coverage:

**A.** "Medical Expenses" means reasonable expenses for "medically necessary":

1. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services;
2. Prosthetic devices; and
3. Necessary remedial treatment and services recognized and permitted under the laws of the State for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs.

However, the payment of these medical expenses shall not affect the determination of what other medical expenses are "medically necessary".

**B.** "Replacement services expenses" means, with respect to the period of disability to the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household.

**C.** "Work Loss" means, with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person. However, "work loss" does not include any loss after the death of an injured person.

**D.** "Family member" means a "resident relative" who is not the "owner" of a "private passenger motor vehicle" for which security is required under Florida Statute 627.733.

**E.** "Motor Vehicle" in this Part III means any self-propelled vehicle with four or more wheels, which is of a type both designed and required to be licensed for use on the highways of Florida and any "trailer" or semi-trailer designed for use with such vehicle.

A "motor vehicle" does not include:

1. Any vehicle which is used in mass transit other than public school transportation and designed to transport more than 5 passengers exclusive of the operator of the vehicle and which is owned by a municipality, a transit authority, or by a political subdivision of the state; or
2. A mobile home; or

3. A motorcycle or any other vehicle with less than four wheels; or

**F.** "Insured motor vehicle" means a "motor vehicle":

1. Of which the "named insured" is the "owner"; and
2. With respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
3. For which a premium is charged, or which is a "trailer", other than a mobile home, designed for use with a "motor vehicle", of which "you" are the "owner".

**G.** "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:

1. In accordance with the generally accepted standards of medical practice;
2. Clinically appropriate in terms of type, frequency, extent, site and duration; and
3. Not primarily for the convenience of the patient, physician or other healthcare provider.

**COVERAGE: PERSONAL INJURY PROTECTION**

"We" will pay, in accordance with the Florida Motor Vehicle No-Fault Law, to or for the benefit of the injured person:

- A.** 80% of the "medical expenses", and
- B.** 60% of the "work loss", and
- C.** "Replacement services expenses", and
- D.** Death benefits of \$5,000 per individual;

Incurred as a result of "bodily injury" caused by an accident arising out of the ownership, maintenance or use of a "motor vehicle" while in the State of Florida and sustained by:

1. The "named insured" or any "family member" while "occupying" a "motor vehicle" or while a pedestrian through being struck by a "motor vehicle"; or
2. Any other person while "occupying" the "insured motor vehicle", or while a pedestrian, who is a resident of Florida, through being struck by the "insured motor vehicle", provided such person is not the "owner" of a "motor vehicle" with respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law or entitled to personal injury benefits from the insurer of the "owner(s)" of a "motor vehicle".

This coverage also extends outside the State of Florida, but within the "policy territory", to the "named insured" while "occupying" the "insured motor vehicle" or a "motor vehicle" insured for PIP and owned by a "resident relative". It also extends to a "family member" while "occupying" the "insured motor vehicle".

"We" may pay death benefits to: a) the executor or administrator of the deceased; b) to any of the deceased's relatives by blood or legal adoption or connection by marriage; or c) to any person appearing to "us" to be equitably entitled thereto.

### **POLICY PERIOD AND TERRITORY**

The insurance under this part applies only to "auto accidents" arising out of the maintenance, use or ownership of a "motor vehicle" which occur during the policy period:

- A. In the State of Florida; and
- B. Outside the State of Florida, but within the United States of America, its territories or possessions and Canada.

However, the limit of liability shown in the Declarations is the maximum limit of liability "we" will pay, regardless of the location of the loss as respects any person afforded coverage under this section of the policy.

### **EXCLUSIONS**

This insurance does not apply:

- A. To any person while "occupying" a "motor vehicle" of which "you" are the "owner" and which is not an "insured motor vehicle" under this insurance;
- B. To any person while operating the "insured motor vehicle" without the express or implied consent of "you";
- C. To any person, if such person's conduct contributed to his "bodily injury" under any of the following circumstances:
  - 1. Causing "bodily injury" to himself intentionally;
  - 2. While committing a felony;
- D. To "you" or dependent "resident relative" for "work loss" if an entry in the Declarations indicates such coverage does not apply;
- E. To any pedestrian, other than "you" or any "family member", not a legal resident of the State of Florida; who sustains "bodily injury" through being struck by a "motor vehicle" in the State of Florida;

F. To any person, other than "you", if such person is the "owner" of a "motor vehicle" with respect to which security is required under the Florida Motor Vehicle No-Fault Law;

G. To any person, other than "you" or any "family member", who is entitled to personal injury protection benefits from the "owner" of a "motor vehicle" or from the "owner's" insurer, which is not an "insured motor vehicle" under this insurance;

H. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises;

- I. To any person who sustains "bodily injury" while:
  - 1. "Occupying" a "motor vehicle", of which "you" are not the "owner"; or
  - 2. A pedestrian;

Outside the State of Florida, except "you" while "occupying" a "resident relative's" "motor vehicle" insured for PIP.

J. To any person, other than "you" or "family member" who sustains "bodily injury" while "occupying" the "insured motor vehicle" outside the State of Florida.

### **LIMIT OF LIABILITY**

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this policy, for loss and expenses incurred by or on behalf of any one person who sustains "bodily injury" as a result of any one accident, shall be \$10,000; provided that payment of death benefits of \$5,000 included in the foregoing shall apply. If Workers' Compensation benefits or Medicaid have been received for the same items of loss and expenses under any Workers' Compensation law or Medicaid program, those items of loss and expenses will be credited against the personal injury protection benefits available with respect to such "bodily injury" under this section of the policy. The limits of liability shown in the Declarations are the maximum limit of liability "we" will pay regardless of the location of the loss.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same items of loss and expenses for which benefits are available under this policy, "we" shall not be liable to make duplicate payments to or for the benefit of the injured person; but, the insurer paying such benefits shall be entitled to recover from "us" its equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the Declarations for personal injury protection coverage shall be deducted from the total amount of all sums otherwise payable by "us" with respect to all loss and expenses incurred by or on behalf of each person to whom the deductible applies and who sustains "bodily injury" as the result of any one accident; and if the total amount of such loss and expenses exceeds such deductible amount, the total limit of benefits "we" are obligated to pay shall then be the difference between such deductible amount and the applicable limit of "our" liability. Such deductible amount shall not be applied to the death benefit.

No coverage will be provided for punitive damages.

Any amounts payable under this coverage with respect to the following medical expenses shall not exceed the applicable limitations for such expenses as prescribed by the Florida Motor Vehicle No-Fault Law:

1. Cephalic thermograms;
2. Extremity ultrasounds;
3. Magnetic resonance imaging-services;
4. Nerve conduction testing;
5. Peripheral thermograms;
6. Spinal ultrasounds;
7. Surface electromyography; and
8. Video fluoroscopy.

## REIMBURSEMENT AND SUBROGATION

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

- A. "We" are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- B. "We" shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or insurer of the "owner" of a commercial "motor vehicle" as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying", or while a pedestrian through being struck by, such commercial "motor vehicle".

## ARBITRATION

Any claim dispute involving medical benefits under this section of the policy between "us" and a medical services or supplies provider (hereinafter referred to as "healthcare provider") who

has agreed to accept an assignment of personal injury protection benefits may be decided by arbitration upon written request by either party and both parties agree to it.

Upon acceptance by both parties to arbitrate, each party shall select an arbitrator. The two arbitrators shall attempt to select a third arbitrator. If they are unable to agree on a third arbitrator within thirty days, either party may request a judge of a court of record in the county in which the arbitration is pending to appoint the third arbitrator. A written decision concurred upon by any two arbitrators shall be binding on each party.

As a condition of maintaining a claim dispute in arbitration, the "healthcare provider" shall make available for inspection and copying the entire file pertaining to the patient that is the subject of this proceeding. This file shall include patient questionnaires, reports, and test results, unless "we" advise in writing that certain of such materials need not be provided. No arbitration may be held until thirty days after the required request for arbitration and patient's file has been supplied to "us". Any arbitration award shall not exceed the personal injury protection coverage limits remaining on the policy.

The "prevailing party" to the arbitration shall be entitled to reimbursement of reasonable attorneys' fees and costs.

Attorneys' fees and costs will not be subject to any type of multiplier.

The arbitration shall take place in the county in which the "healthcare provider" is located. If they are located out-of-state, arbitration shall take place in the county in which the "insured" resides, unless the "healthcare provider" and "we" agree to another place. Arbitration is subject to the provisions of the Florida Arbitration Code, Chapter 682 of the Florida Statutes.

This arbitration provision does not apply to disputes regarding the termination of personal injury protection benefits.

## LEGAL ACTION AGAINST "US"

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of accident and reasonable proof of claim has been filed with "us". Reasonable proof shall include, but not be limited to:

- A. A properly completed Florida Application for No-Fault benefits;
- B. A fully completed accident report and police report; and
- C. All "medical expenses" incurred as a result of the accident and all supporting medical records.

**NOTICE**

In the event of an accident, written notice of the loss must be given to "us" or any of "our" authorized agents as soon as practicable.

**SUBMIT A PROOF OF CLAIM WHEN REQUIRED BY "US"**

As soon as practicable, the person making the claim (including any assignees of the injured party) shall give to "us" written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist "us" in determining the amount due and payable. The person making the claim (including any assignees of the injured party) may also be required to submit to an examination under oath by any person named by "us" when and as often as "we" may reasonably require, at a place designated by "us" within a reasonable time after "we" are notified of the claim. Such person shall submit to mental and physical examinations at "our" expense when and as often as "we" may reasonably require. A copy of the medical report shall be forwarded to such person if requested in writing. If the person unreasonably refuses to submit to an examination, "we" will not be liable for any personal injury protection benefits. Whenever a person is making a claim in relation to "your covered auto" when an insured is charged with committing a felony, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person(s) using "your covered auto", the charge is dismissed or the person(s) is acquitted.

**PART IV: COVERAGE FOR DAMAGE TO "YOUR COVERED AUTO"**

**INSURING AGREEMENT**

- A. "We" will pay to repair or replace "your covered auto" with other of like kind and quality for direct and accidental loss to "your covered auto" including its equipment, minus any applicable deductible shown in the Declarations provided "you" request coverage for said vehicle in writing to "us" prior to any direct or accidental loss to said vehicle. "We" will pay for these losses to "your covered auto" caused by:
  - 1. Other than "collision" only if the Declarations indicate that other than collision coverage is provided for that "motor vehicle".  
"We" will pay for the cost of repairing or replacing the damaged windshield on "your covered auto" without a deductible.
  - 2. "Collision" only if the Declarations indicate that "collision" coverage is provided for that "motor vehicle".
- B. "Collision" means the upset of "your covered auto" or its impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

- 1. Missiles or falling objects;
- 2. Fire;
- 3. Theft or larceny;
- 4. Explosion or earthquake;
- 5. Windstorm;
- 6. Hail, water or flood;
- 7. Malicious mischief or vandalism;
- 8. Riot or civil commotion;
- 9. Contact with bird or animal; or
- 10. Breakage of glass.

If breakage of glass is caused by a "collision", "you" may elect to have it considered a loss caused by "collision".

**TRANSPORTATION**

In addition, "we" will pay up to \$10 per day, to a maximum of \$300, for transportation expenses incurred by "you". This applies only in the event of the total loss by theft of "your covered auto". "We" will pay only transportation expenses incurred during the period:

- A. Beginning forty eight hours after the theft; and
- B. Ending when "your covered auto" is returned to use or "we" pay for its loss.

"We" will not pay "you" the cost of renting a "motor vehicle" from an individual. The "motor vehicle" must be rented from a licensed "motor vehicle" rental company.

**EXCLUSIONS**

"We" will not pay for:

- A. Loss to "your covered auto" which occurs while it is used to carry persons or property for a fee. This exclusion does not apply to share-the-expense car pools.
- B. Loss to "your covered auto" that is damaged, destroyed or confiscated by governmental or civil authorities because "you" or a "resident relative" engaged in illegal activities or failed to comply with the Environmental Protection Agency or the Department of Transportation standards.
- C. Damage due and confined to:
  - 1. Wear and tear;
  - 2. Freezing;
  - 3. Mechanical or electrical breakdown or failure; or
  - 4. Road damage to tires.

This exclusion does not apply if the damage results from the total loss by theft of "your covered auto".

- D.** Loss due to or as a consequence of:
1. Radioactive contamination;
  2. Discharge of any nuclear weapon (even if accidental);
  3. War (declared or undeclared);
  4. Civil war;
  5. Insurrection; or
  6. Rebellion or revolution.
- E.** Loss to equipment designed for the reproduction of sound. This exclusion does not apply if the equipment is permanently installed in "your covered auto".
- F.** Loss to tapes, records, compact disks or other devices for use with equipment designed for the reproduction of sound.
- G.** Loss to a camper body or "trailer".
- H.** Loss to any "non-owned auto" or any "motor vehicle" used as a "temporary substitute" for a "motor vehicle" of which "you" are the "owner", or as a rental vehicle.
- I.** Loss to:
1. TV antennas;
  2. Awnings or cabanas; or
  3. Equipment designed to create additional living facilities.
- J.** Loss to any of the following or their accessories:
1. Citizens band radio;
  2. Two-way mobile radio;
  3. Telephone; or
  4. Scanning monitor receiver.
- This exclusion does not apply if the equipment is permanently installed in the opening of the dash or console of "your covered auto". This opening must be normally used by the "motor vehicle" manufacturer for the installation of a radio.
- K.** Loss to any custom furnishings or equipment in, on, or upon any pickup, panel truck or van. Custom furnishings or equipment include but are not limited to:
1. Special carpeting and insulation, furniture, bars or television receivers;
  2. Facilities for cooking and sleeping;
  3. Height-extending roofs;
  4. Custom murals, paintings or other decals or graphics;
  5. Appliances.
- L.** Loss to equipment designed or used for the detection or location of radar or laser.
- M.** Loss to any equipment which is not installed as original factory equipment, including, but not limited to: racing tires, or any tires wider than those installed as original factory equipment; loss to special gauges or add-on instruments; loss to chrome, alloy and mag-type wheels, unless installed as original factory equipment.
- N.** Loss to "your covered auto" while being used by a usual and customary operator who is not listed on the Declarations and is not a "resident relative" unless such individual has become a usual and customary operator in the last thirty days.
- O.** Loss to "your covered auto" which is caused intentionally by "you", an "insured", or at "your" direction.
- P.** Loss to "your covered auto" while it is being used in any race, demolition or speed contest or exhibition, or in practice or preparation for any such event; or in any illegal activity other than a traffic violation.
- This exclusion includes any loss to "your covered auto" while it is located inside a facility designed for racing, for the purpose of any prearranged or organized racing or speed contest.
- Q.** Loss to any customization or alteration from the original automobile factory manufacturer conditions of the engine, interior, or exterior, of "your covered auto".
- R.** Loss to "your covered auto" arising out of or during its commercial use or while being used for or in the course of "your" employment or occupation, unless "you" have informed "us" that the "motor vehicle" is for "business" use and "you" have paid the premium for "business" use.
- S.** Loss to "your covered auto" while being used for the transportation of any explosive substance, flammable liquid, or similar hazardous materials, except transportation incidental to "your" ordinary household or farm activities.
- T.** Loss due to delay repairs caused by the inability to obtain parts.
- U.** Loss to any custom options, which are not factory installed as original equipment by the manufacturer, including, but not limited to:
1. Custom "motor vehicle" kits;
  2. Customized grills, louvers, side pipes, scoops or spoilers;

3. Window film tinting;
4. Alarms;
5. Customized T-tops, sunroofs, moon roofs, convertible tops and/or customized non-factory vinyl tops;
6. Customized paint;
7. Ground effect kits.

1. Repairs have been completed on the prior loss; and
2. Any required certification of repairs has been received by "us".

#### **PAYMENT OF LOSS**

"We" may pay for loss in money or repair or replace the damaged or stolen property. "We" may, at "our" expense, return any stolen property to:

- A. "You"; or
- B. The address shown on the Declarations of this policy.

If "we" return stolen property, "we" will pay for any damage resulting from the theft. "We" may keep all or part of the property at an agreed or appraised value.

#### **NO BENEFIT TO BAILEE**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### **OTHER INSURANCE**

If other insurance also covers the loss "we" are excess over any applicable insurance.

#### **APPRAISAL**

- A. If "we" and "you" do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed upon by any two will be binding. Each party will:
  1. Pay its chosen appraiser; and
  2. Bear the expenses of the appraisal and umpire equally.
- B. "We" do not waive any of "our" rights under this policy by agreeing to an appraisal.

#### **LEGAL ACTION AGAINST "US"**

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of accident and reasonable proof of claim has been filed with "us". Reasonable proof shall

#### **V. Loss to "your covered auto" when:**

1. Repairs are performed to;
2. Alterations are made to; or
3. Evidence of physical damage is removed from;

"Your covered auto" by anyone prior to giving "us" the opportunity to have an appraiser appointed by "us" examine the damage. However, removal of equipment for orderly and safe transportation to a repair facility does not exclude coverage.

This exclusion does not apply in the case of emergency repairs that become necessary to minimize further damage and/or expenses if photographs are taken of the damaged area(s) along with supplying "us" with a complete estimate of repairs and payment receipts.

#### **LIMIT OF LIABILITY**

- A. "Our" limit of liability for loss will be the lesser of the:
  1. Actual cash value of the stolen or damaged property at the time of loss; or
  2. Amount necessary to repair or replace the property with other of like kind and quality. If a repair or replacement results in better than like kind and quality, "we" will not pay for the amount of betterment. Replacement parts may be supplied by a source other than the manufacturer of "your covered auto", at "our" discretion.

In the event "we" determine "your covered auto" to be a total loss, "we" will pay the actual cash value at the time of loss. "You" must immediately release "your motor vehicle" to "us" upon "our" payment of the claim. "We" reserve the right to retain "your" "motor vehicle" and/or its salvage property after "we" determine that "your" "motor vehicle" is a total loss.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- C. In the event of any loss, whether such loss is covered by this policy or not, "our" limit of liability on any subsequent loss shall automatically be reduced by the amount of the prior loss until:

include, but not be limited to, a fully completed accident report and police report.

## NOTICE

In the event of an accident, written notice of the loss must be given to "us" or any of "our" authorized agents as soon as practicable.

## SUBMIT A PROOF OF CLAIM WHEN REQUIRED BY "US"

As soon as practicable, the person making the claim shall give to "us" written proof of claim, under oath if required, which may include information as may assist "us" in determining the amount due and payable.

A person seeking any coverage under this Section of the policy must cooperate with "us" in the investigation, settlement or defense of any claim or suit, including submitting to an examination under oath by any person named by "us" when or as often as "we" may reasonably require at a place designated by "us" within a reasonable time after "we" are notified of the claim.

Whenever a person is making a claim in relation to "your covered auto" being used in an illegal activity (other than a traffic violation) in which "you" or a "resident relative" are a willing participant or give willful consent, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person(s) using "your covered auto", the charge is dismissed or the person(s) is acquitted.

## PART V: DUTIES AFTER AN ACCIDENT OR LOSS

**A.** "We" must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any witnesses.

**B.** A person seeking any coverage must:

1. Cooperate with "us" in the investigation, settlement or defense of any claim or suit, including submitting to an examination under oath by any person named by "us" when or as often as "we" may reasonably require at a place designated by "us" within a reasonable time after "we" are notified of the claim.

2. Promptly send "us" copies of any notices or legal papers received in connection with the accident or loss. If any injured person or his legal representative shall institute legal action to recover damages for "bodily injury" against

a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to "us" by such injured person or his legal representative.

3. Submit at "our" expense and as often as "we" reasonably require to physical and/or mental examinations by physicians "we" select. A copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, "we" will not be liable for subsequent personal injury protection benefits.

4. Authorize "us" to obtain medical reports and other pertinent records.

5. Submit a proof of loss when required by "us". As soon as practicable, the person making the claim shall give to "us" written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist "us" in determining the amount due and payable. Whenever a person making a claim is charged with committing a felony, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

6. Take reasonable steps after the loss to protect "your covered auto" and its equipment from further loss. "We" will pay reasonable expenses incurred to do this.

7. Promptly notify the police within 24 hours after:
  - a. Discovery of the theft, larceny, conversion, pilferage or vandalism; or
  - b. "Collision" with a hit-and-run driver.

8. Permit and enable "us" to inspect and appraise the damaged property before its repair or disposal.

9. If seeking Uninsured Motorists Coverage, promptly send "us" copies of the legal papers if a suit is brought.

**Failure to fully comply with the above mentioned duties will result in denial of coverage to "you".**

## **PART VI: GENERAL PROVISIONS**

### **CHANGES**

This policy contains all the agreements between "you" and "us". Its terms may not be changed or waived except by endorsement issued by "us". The premium for this policy is based on information "we" received from "you" or other sources. If the information is incorrect or incomplete, or changes during the policy period, "you" must inform "us" within thirty days, including, but not limited to:

- A.** "Your covered auto", or its use, including mileage to and from work;
- B.** The persons who regularly operate "your covered auto", including newly licensed "resident relatives" or additional "resident relatives";
- C.** "Your" marital status; or
- D.** The location where "your covered auto" is principally garaged.

If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of change.

"We" may revise this policy form to provide more coverage without additional premium charge. If "we" do this "your" policy will automatically provide the additional coverage as of the date the revision is effective in "your" state.

Failure to provide "us" with these changes within the prescribed time period may result in a denial of "your" claim.

### **COOPERATION AND ASSISTANCE**

"You" must cooperate with "us" and, upon "our" request, must attend hearings and trials and assist "us" in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. "You" must not, except at "your" own expense, voluntarily make any payment, assume any obligation or incur any expense for any loss, to which coverage of this policy would apply unless "you" and "we" agree to same.

### **MISREPRESENTATION AND FRAUD**

This policy may be void if "you":

- A.** Have concealed or misrepresented any material facts or circumstances concerning this insurance or the subject thereof; or,
- B.** Engaged in fraudulent conduct in connection with any auto accident or loss for which coverage is sought under this policy; or,

- C.** Attempted fraud or false swearing by "you", touching upon any matter relating to this insurance or the subject thereof.

### **NON-JOINDER OF INSURER**

No person, who is not an "insured" under the terms of this policy shall have any interest in this policy, either as a third party beneficiary or otherwise, prior to first obtaining a verdict against a person who is an "insured" under the terms of this policy for a cause of action which is covered by this policy.

### **LEGAL ACTION AGAINST "US"**

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of an auto accident and reasonable proof of claim has been filed with "us". Reasonable proof shall include, but not be limited to: a) a properly completed Florida Application for No-Fault benefits; b) a fully completed auto accident report and police report; and c) all medical expenses incurred as a result of the auto accident and all supporting medical records. In addition, under the Liability Coverage, no legal action may be brought against "us" until "we" agree, in writing, that the "covered person" has an obligation to pay or until the amount of that obligation has been finally determined by verdict after trial. No person or organization has any right under this policy to bring "us" into any action to determine the liability of a "covered person" until after the rendition of a verdict.

### **NOTICE**

In the event of an accident, written notice of the loss must be given to "us" or any of "our" authorized agents as soon as practicable.

### **"OUR" RIGHTS TO RECOVER PAYMENT**

- A.** If "we" make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, "we" shall be subrogated to that right. That person shall do:
  - 1. Whatever is necessary to enable "us" to exercise "our" rights; and
  - 2. Nothing after loss to prejudice them.However, "our" rights in this paragraph **A** do not apply under Part III, against any person using "your covered auto" with express or implied permission to do so.
- B.** If "we" make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  - 1. Hold in trust for "us" the proceeds of the recovery; and
  - 2. Reimburse "us" to the extent of "our" payment.

## "OUR" RIGHT TO RECOMPUTE PREMIUM

The premium for this policy has been established in the reliance upon the statements made by "you" in the application for insurance. "We" shall have the right to recompute the premium payable for this policy if information material to the development of the final premium is subsequently obtained.

It is agreed that in the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of any adverse judicial finding as to the constitutionality of any provisions for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability insurance shall be deemed provisional and subject to re-computation. If this policy is a renewal policy, such re-computation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to Section 12 (2) (e) of the Florida Motor Vehicle No-Fault Law, as amended, with respect to insurance afforded under a previous policy. If the final premium thus re-computed exceeds the premium stated in the Declarations, the "named insured" shall pay to "us" the excess, as well as the amount of any return premium previously credited or refunded.

## POLICY PERIOD AND TERRITORY

- A.** This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B.** The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; and
  3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" as defined in Part III while being transported between their ports.

## TERMINATION

- A. Cancellation.** This policy may be canceled during the policy period as follows:
1. The "named insured" shown in the Declarations may cancel by:
    - a. Returning this policy to "us"; or
    - b. Giving "us" advanced written notice of the date cancellation is to take effect (If no advanced written notice is received, this policy will be canceled effective the date the request is received in "our" office).
  2. Except as provided in Section 3, "we" may cancel by mailing by registered or certified

mail or United States Post Office proof of mailing to the "named insured" shown in the Declarations at the address shown in this policy:

- a. At least ten days notice if cancellation is for nonpayment of premium; or
- b. At least forty five days notice in all other cases.

3. In the event "we" determine that "you" have been charged an incorrect premium for coverage requested in "your" application for insurance, "we" shall immediately mail "you" notice of any additional premium due "us". If within 10 days of the notice of additional premium due (or a longer time period as specified in the notice), "you" fail to either:
- a. Pay the additional premium and maintain this policy in full force under its original terms; or
  - b. Cancel this policy and demand a refund of any unearned premium;

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

4. a. If this is a new or renewal policy which provides liability coverage, it may not be canceled by "you" during the first sixty days following the date of issuance or renewal except for one of the following reasons:

(1) "Your covered auto" is completely destroyed such that it is no longer operable; or

(2) Ownership of "Your covered auto" is transferred; or

(3) Another automobile insurance policy is purchased which covers the same "motor vehicle" which was covered under the policy being canceled; or

(4) "You" are a member of the United States Armed Forces and are called to or on active duty outside the United States in an emergency situation.

b. If this is a new policy, which provides liability coverage, "we" may not cancel for nonpayment of premium during the first sixty days following the date of policy issuance unless a check used to pay "us" is dishonored for any reason. However, "we" may cancel for any other reason.

5. After this policy has been in effect for sixty days, or if this policy is a renewal or continuation policy, "we" will cancel only:

a. Pursuant to section 627.7282 of the Florida Insurance Statutes, regarding "your" failure to respond to "our" notice of additional premium due.

b. For nonpayment of premium; or

c. If "your" driver's license or that of:

(1) Any driver who lives with "you"; or

(2) Any driver who customarily uses "your covered auto";

Has been suspended or revoked:

(1) During the policy period; or

(2) 180 days immediately preceding its effective date; or

(3) If the policy is a renewal, during its policy period.

d. If the policy was obtained through material misrepresentation or fraud.

6. "Our" right to cancel this policy is subject to the limitations contained in Florida Statutes.

**B. Non-renewal.** If "we" decide not to renew or continue this policy "we" will mail advance notice to the "named insured" shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered

or certified mail or United States Post Office proof of mailing.

However, if the policy period is:

1. Six months, "we" will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.

2. One year, "we" will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

1. "You" were convicted of one or more non-criminal traffic violations, which did not involve an auto accident or cause revocation or suspension of "your" driving privilege unless "you" have been convicted of or plead guilty to:

a. Two such traffic violations within an eighteen month period; or

b. Three or more such traffic violations within a thirty six-month period; or

c. Exceeding the lawful speed limit by more than 15 miles per hour; or

2. "You" have had only one auto accident in the last three years immediately preceding the renewal date. However, "we" may refuse to renew this policy if, at the time of renewal, "you" have had two or more at-fault accidents, or three or more auto accidents regardless of fault, within the current three- year period.

"Our" right to non-renew this policy is subject to the limitations contained in the Florida Statutes.

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

If "you" obtain other insurance on "your covered auto" as defined in Part III, any similar insurance provided by this policy will terminate as to that "motor vehicle" on the effective date of the other insurance.

**D. Other Termination Provisions.**

1. If the law in effect in "your" state at the time this policy is issued, renewed or continued:
  - a. Requires a longer notice period;
  - b. Requires a special form of or procedure for giving notice; or
  - c. Modifies any of the stated termination reasons;

"We" will comply with those requirements.

2. "We" may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

3. If this policy is canceled, "you" may be entitled to a premium refund. If so, "we" will send "you" the refund. The premium refund, if any, will be computed according to "our" manuals. However, making or offering to make the refund is not a condition of cancellation.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

5. If the policy or form of coverage is canceled by "us" the return premium shall be computed on a pro-rata basis, which means "we" will earn premium only for the period of time "you" were insured by this policy.

6. If the policy or form of coverage is canceled at the request of the "named insured", or a third party such as a premium finance company, short rate will apply. Short rate is defined as 90% of the premium refund calculated on a pro-rata basis.

**TRANSFER OF "YOUR" INTEREST IN THIS POLICY**

"Your" rights and duties under this policy may not be assigned without "our" written consent. However, if a "named insured" shown on the Declarations dies, coverage will be provided for:

- A. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a "named insured" shown in the Declarations; and
- B. The legal representative of the deceased person as if a "named insured" shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

**TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to "you" by "us" apply to the same accident, the maximum limit of "our" liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

**BANKRUPTCY**

"Your" bankruptcy or insolvency, or that of "your" estate, will not relieve "us" of "our" obligations under this policy.

**MEDIATION OF CLAIMS**

In any claim filed with an insurer for personal injury in the amount of \$10,000 or less or any claim for "property damage" in any amount arising out of the ownership, operation, use or maintenance of a "motor vehicle", either party may demand mediation of the claim prior to the institution of litigation.

A request for mediation shall be filed with the Department on a form approved by the Department. The request for mediation shall state the reason for the request for mediation and the issues in dispute which are to be mediated. The filing of a request for mediation tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of the mediation process or the time prescribed in Statute 95.11, whichever is later.

The mediation shall be conducted as an informal process in which formal rules of evidence and procedure need not be observed. Any party participating in a mediation must have the authority to make a binding decision. All parties must mediate in good faith. The Department shall randomly select mediators. Each party may once reject the mediator selected, either originally or after the opposing side has exercised its option to reject a mediator. Costs of mediating shall be borne equally by both parties unless the mediator determines that one party has not mediated in good faith.

Only one mediation may be requested for each coverage of a claim, unless all parties agree to further mediation.

Upon receipt of a request for mediation, the Department shall refer the request to a mediator. The mediator shall notify the applicant and all interested parties, as identified by the applicant, and any other parties the mediator believes may have an interest in the mediation, of the date, time and place of the mediation conference.

The conference may be held by telephone, if feasible.

The mediation conference shall be held within forty-five days after the request for mediation.

The provisions of Section 627.745, Florida Statutes, will apply.

**CONFORMITY WITH LAW**

Terms of this policy, which are in conflict with the Statutes of the state wherein this policy is issued, are hereby amended to such Statutes.

**APPLICATION AND DECLARATIONS**

By acceptance of this policy, "you" agree: a) that the application and the Declarations are a material part of this policy; b) that the statements in them are "your" representations and are true and correct; c) that this policy is issued in reliance upon the truth of such representations; and d) that this policy embodies all agreements existing between "you" and "us".

**INQUIRIES**

If "you" have any inquiries or wish to obtain information about coverage, please call (800) 222 - 3077. "We" will also provide assistance in resolving complaints.

**In Witness Whereof, "we" have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by "our" authorized representative.**

*Donna Erickson*

\_\_\_\_\_  
Secretary

*Ralph Milo*

\_\_\_\_\_  
President

**LIMITATION OF COVERAGE FOR SOUND REPRODUCTION EQUIPMENT.**

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

In consideration of the premium charged for the policy to which this endorsement is attached, it is agreed that no more than \$500 will be paid for the loss of or damage to any sound reproduction equipment.



# **OCEAN HARBOR CASUALTY INSURANCE COMPANY**

## **LIMITED PERSONAL AUTO POLICY**

### **ADDENDUM**

**Effective 01/2013**

---

Read this Addendum carefully. This Addendum changes and or modifies your policy and supersedes any other language in your policy.

These policy terms and conditions with the declaration page, policy, and other endorsements, if any, issued to form a part thereof, complete the policy.

---



**OCEAN HARBOR CASUALTY INSURANCE COMPANY  
LIMITED PERSONAL AUTO POLICY**

**ADDENDUM**

**TABLE OF CONTENTS**

<b>ITEM</b>	<b>Page</b>
<b>ENDORSEMENT 1: DEFINITIONS ENDORSEMENT I</b> .....	A1
<b>ENDORSEMENT 2: DEFINITIONS ENDORSEMENT II</b> .....	B1
<b>ENDORSEMENT 3: MEDICALLY NECESSARY ENDORSEMENT</b> .....	C1
<b>ENDORSEMENT 4: POLICY PERIOD AND TERRITORY DEFINITION ENDORSEMENT</b> .....	D1
<b>ENDORSEMENT 5: COVERAGE FOR “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY ENDORSEMENT</b> .....	E1
DEFINITIONS .....	E1
EXCLUSIONS .....	E1
LIMIT OF LIABILITY .....	E1
OTHER INSURANCE.....	E1
<b>ENDORSEMENT 6: UNINSURED MOTORISTS COVERAGE ENDORSEMENT</b> .....	F1
DEFINITIONS .....	F1
INSURING AGREEMENT .....	F2
LIMIT OF LIABILITY .....	F2
EXCLUSIONS .....	F3
OTHER INSURANCE.....	F4
NON-DUPLICATION .....	F4
ARBITRATION.....	F4
<b>ENDORSEMENT 7: PERSONAL INJURY PROTECTION ENDORSEMENT</b> .....	G1
DEFINITIONS .....	G1
COVERAGE .....	G1
EXCLUSIONS .....	G4
PAYMENT OF ANY AMOUNT DUE .....	G4
PRIORITY OF PAYMENT.....	G5
NO DUPLICATION OF BENEFITS .....	G5
LIMIT OF LIABILITY .....	G5
REIMBURSEMENT.....	G5
OTHER COVERAGE.....	G5
DISPUTES .....	G6
<b>ENDORSEMENT 8: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO” ENDORSEMENT</b> .....	H1
<b>ENDORSEMENT 9: DUTIES AFTER AN ACCIDENT OR LOSS ENDORSEMENT</b> .....	I1
NOTICE OF ACCIDENT OR LOSS .....	I1
NOTICE IF CLAIM OR SUIT .....	I1
DUTY TO COOPERATE WITH “US” .....	I1
ADDITIONAL DUTIES AND CONDITIONS .....	I1
<b>ENDORSEMENT 10: STATEMENTS AND EXAMINATIONS ENDORSEMENT</b> .....	J1
<b>ENDORSEMENT 11: TERMINATION ENDORSEMENT</b> .....	K1
TERMINATION .....	K1
<b>ENDORSEMENT 12: DEFINITIONS ENDORSEMENT III</b> .....	L1

# OCEAN HARBOR CASUALTY INSURANCE COMPANY

## PERSONAL AUTO POLICY

### ADDENDUM

---

#### ENDORSEMENT 1: DEFINITIONS

#### ENDORSEMENT I

The following definitions are to be added to, or modified in, the **COMMON DEFINITIONS** Section at the beginning of the policy:

- F.** “Resident Relative” and “Family Member” means a person related to “you” by blood, marriage or adoption who is usually a resident of “your” household and who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere. This includes a ward or a lawfully placed foster child.
- P.** “Health Care Provider” means any person or entity providing any medical care, treatment, diagnostic testing, supplies, products, services or accommodations.
- Q.** “Policy” means a written contract of insurance or written agreement for or effecting insurance, or the certificate thereof, and includes all clauses, riders, endorsements, and papers which are a part thereof.
- R.** “Premium” means the consideration paid or to be paid to an insurer for the issuance and delivery of any binder or policy of insurance.
- S.** “Renewal” or “to renew” means the issuance and delivery by an insurer of a policy superseding at the end of the policy period a policy previously issued and delivered by the same insurer, or the issuance and delivery of a certificate or notice extending the term of a policy beyond its policy period or term.
- T.** “Limit of Liability” is the limit shown on the declarations page for that coverage.

**ENDORSEMENT 2: DEFINITIONS**  
**ENDORSEMENT II**

The following definitions are to be added to, or modified in, the **COMMON DEFINITIONS** Section at the beginning of the policy:

**A.** Throughout this policy “You” and “Your” means the “named insured”, defined as:

- 1.** The person or entity shown in the Declarations of this policy; and, if an individual
- 2.** The spouse if a resident of the same household and who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere, provided the spouse is listed by “you” on the policy application or amendment thereto.
- 3.** An “insured” or “covered person” as defined in this policy.
- 4.** “You” and “Your” does not include a “Health Care Provider”.

**B.** “We”, “us” and “our” refer to Ocean Harbor Casualty Insurance Company.

**D.** “Owner” means a person or entity that holds the legal title to a “motor vehicle”, and also includes:

- 1.** A debtor having the right to possession, in the event a “motor vehicle”, is the subject of a security agreement:
- 2.** A lessee having the right to possession, in event a “motor vehicle” is the subject of a lease with option to purchase; and such lease agreement is for a period of six months or more; and
- 3.** A lessee having the right to possession, in the event a “motor vehicle” is the subject of a lease without option to purchase; and that:
  - a.** Such lease agreement is for a period of six months or more; and

**b.** The lease agreement provides that the lessee shall be responsible for providing any required insurance, including, but not limited to personal injury protection and Property Damage Liability.

**I.** “Your covered auto” means:

- 1.** Any “motor vehicle”, shown in the Declarations.
- 2.** Any private passenger “replacement motor vehicle” which replaces any motor vehicle shown in the Declarations of which “you” become the “owner” during the policy period.

If the private passenger “replacement motor vehicle” “you” acquire replaces a motor vehicle shown in the Declarations, it will have the same liability and personal injury protection coverage as the “motor vehicle” it replaced.

“Replacement motor vehicle” means a private passenger motor vehicle purchased by or leased to “you” to replace a “motor vehicle” shown in the Declarations.

Except as it pertains to Comprehensive and Collision coverage, which is set forth in Part V of this Policy, this policy will only provide coverage for the “replacement motor vehicle” if “you”:

- a.** Notify “us” in writing within 30 days after its delivery to “you” or “your spouse”; and;
- b.** Pay “us” any added amount or premium due.

As to Comprehensive and Collision coverage as set forth in Part V of this policy, this policy will only provide Comprehensive and Collision coverage for the “replacement motor vehicle” if “you”:

- a.** Notify “us”, in writing within 72 hours after its delivery to “you” or “your spouse”.

However, no Comprehensive or Collision coverage will be provided unless “you” notify “us” in writing prior to any accident or loss for which “you” are seeking Comprehensive or Collision coverage and have the vehicle inspected and photographed if requested to do so by us; and

- b.** Pay “us” any added amount or premium due.

- 3.** Any private passenger “motor vehicle” which is acquired in addition to the “motor vehicle(s)” shown in the Declarations of which “you” become the “owner” during the policy period provided that “you” are not the “owner” of any other “motor vehicles” which are uninsured, self-insured or insured with another insurer and:

- a.** “You” ask “us” in writing to insure it within thirty days after “you” become the “owner” of said “motor vehicle” or take possession of said vehicle, whichever occurs first; and
- b.** No other insurance policy provides coverage for that motor vehicle.

If the private passenger “motor vehicle” “you” acquire is in addition to any shown in the Declarations it will have the broadest coverage “we” now provide for any vehicle shown in the Declarations, except as to Comprehensive and Collision coverage.

- 4.** Any “trailer” of which “you” are the “owner” while being towed by “your covered auto”, provided that it is not used for any “business”, professional or occupational purposes.

- 5.** Any private passenger “motor vehicle” or “trailer” of which “you” are not the “owner” while being used as a “temporary substitute vehicle” for “your covered auto.”

- U.** “Spouse” means “your” husband or wife who resides with “you” and who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere.
- V.** Throughout the Policy, “Organization” is replaced by “Entity”.

### **ENDORSEMENT 3: MEDICALLY NECESSARY ENDORSEMENT**

The following definition of "Medically Necessary" has been removed from **PART III: COVERAGE FOR PERSONAL INJURY PROTECTION** and added to the **COMMON DEFINITIONS** Section at the beginning of the policy:

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

## **ENDORSEMENT 4: POLICY PERIOD AND TERRITORY DEFINITION ENDORSEMENT**

Any and all definitions throughout the policy of “Policy Period and Territory” are hereby removed and replaced by the following:

### **POLICY PERIOD AND TERRITORY**

#### **Policy Period**

- A. The policy coverages “you” chose apply only to accidents and losses which occur:
  - 1. During the policy period as shown in the Declarations; and
  - 2. Within the “policy territory”.

#### **Policy Territory**

- B. Other than for personal injury protection (No-Fault) coverage, the “policy territory” is:
  - 1. The United States of America, its territories and possessions; and
  - 2. Canada.

This policy will also apply to loss to, or accidents involving, “your covered auto”, while it is being transported between their ports.

- C. The “policy territory” for the Personal Injury Protection (No-Fault) coverage “you” chose applies:
  - 1. In Florida; and
  - 2. Outside Florida, but within the United States of America or its territories or possessions or Canada, but only to “you” while occupying “your covered auto” and a “resident relative” while occupying “your covered auto” who is not himself or herself the owner of a motor vehicle with respect to which security is required under Florida Statutes.

However, the limit of liability shown in the Declarations is the maximum limit of liability “we” will pay, regardless of the location of the loss.

**ENDORSEMENT 5: COVERAGE FOR  
“BODILY INJURY” AND “PROPERTY  
DAMAGE” LIABILITY ENDORSEMENT**

A motor vehicle and attached vehicle are one vehicle, therefore the maximum limits of liability are subject to the limits of any one vehicle.

**PART I: COVERAGE FOR “BODILY INJURY”  
AND “PROPERTY DAMAGE” LIABILITY**

The following modifications apply to “Bodily Injury” and “Property Damage” coverage afforded under this Section of the policy:

**DEFINITIONS:**

The following definition has been added to the policy:

- E.** “Covered Person” is not a “Health Care Provider.”

**EXCLUSIONS:**

The following exclusions have been modified as pertains to the policy:

- D.** For any person while employed or otherwise engaged in the “business” or occupation of selling, repairing, servicing, storing or parking of “motor vehicles” designed for use mainly on public highways, including road testing and delivery.
- E.** For any person maintaining or using any “motor vehicle” while that person is employed or otherwise engaged in any “business” or occupation (other than farming and ranching) not described in Exclusion D.
- G.** For the ownership, maintenance, or use of any “motor vehicle”, other than the ownership or use of “your covered auto”, which is owned by “you” or a “resident relative” or furnished or available for “your” or any “resident relative’s” regular use.

**LIMIT OF LIABILITY:**

The following limitations have been added to the policy:

The limits of liability are not increased because more than one person or “entity” may be a “covered person”; and

**OTHER INSURANCE:**

The following replaces this section of the policy:

If there is other applicable liability insurance, the total limits of liability shall not exceed those of the policy with the highest limits of liability. “We” will pay only “our” share of the damages. “Our” share is the proportion that “our” limit of liability bears to the total of all other applicable limits of liability. However, any insurance “we” provide for a vehicle of which “you” are not the “owner” shall be excess over any other collectible insurance.

**ENDORSEMENT 6: UNINSURED  
MOTORISTS COVERAGE ENDORSEMENT**

**PART II: UNINSURED MOTORISTS  
COVERAGE:**

This section is removed in its entirety. It is replaced by the following:

**PART II: UNINSURED MOTORISTS  
COVERAGE:  
(Referred to as UM Coverage)**

**DEFINITIONS**

- A. "Covered person" as used in this Part means:
1. "You" or any "family member";
  2. Any other person occupying "your covered auto";
  3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1 or 2 above.
  4. The definition of "covered person" does not include a "Health Care Provider."
  5. The definition of "covered person" does not include the Government of the United States of America.
- B. "Uninsured Motor Vehicle".
1. "Uninsured motor vehicle" means a land "motor vehicle" or "trailer" of any type:
    - a. To which no liability bond or policy applies at the time of the accident.
    - b. To which a liability bond or policy applies at the time of the accident but its limit for bodily injury liability is not enough to pay the full amount the "covered person" is legally entitled to recover as damages.
    - c. That is a hit-and-run vehicle. This means a "motor vehicle"

whose "owner" or operator cannot be identified and that hits or that causes an accident resulting in "bodily injury" without hitting:

- (1) "You" or any "family member";
- (2) A vehicle which "you" or any "family member" are "occupying"; or
- (3) "Your covered auto".

If there is no physical contact with the hit-and-run vehicle and no witnesses other than any person making a claim under this or any similar coverage: (1.) The accident must be reported to the police or law enforcement within 24 hours; AND (2.) "We" must be notified within 30 days of the accident.

- d. To which a liability bond or policy applies at the time of the accident, but the bonding or insuring company denies coverage or is insolvent, or becomes insolvent within 4 years after the accident.

2. Uninsured motor vehicle does not include any vehicle or equipment:
  - a. Owned by or furnished or available for the regular use of "you" or any "family member"; unless, it is "your covered auto" to which Part I of the policy applies and liability coverage is excluded for any person other than "you" or any "family member" for damages sustained in the accident by "you" or any "family member".
  - b. Operated on rails or crawler treads.

- c. Designed mainly for use off public roads while not upon public roads.
- d. While located for use as a residence or premises.

accident, “our” maximum limit of liability for all resulting damages, including, but not limited to:

- a. All direct;
- b. All derivative; or
- c. All consequential;

**INSURING AGREEMENT**

A. “We” will pay compensatory damages, except punitive or exemplary damages, which a “covered person” is legally entitled to recover from the “owner” or operator of an uninsured “motor vehicle” because of “bodily injury”:

- 1. Sustained by a “covered person”; and
- 2. Caused by an auto accident; and
- 3. Caused by the negligence of an “owner” and/or operator of an “uninsured motor vehicle” arising out of the ownership or operation of that vehicle.

However, this coverage does not apply and “we” will not pay damages for pain, suffering, mental anguish, or inconvenience unless the “bodily injury” consists in whole or in part of:

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

B. Any judgment for damages arising out of a suit brought without “our” written consent is not binding on “us”.

Damages recoverable by any “covered person”, is the sum of the limits of liability per individual shown in the Declarations for UM Coverage.

2. Subject to the maximum limit of liability per individual set forth above in A. 1., “our” maximum limit of liability for all damages for “bodily injury” resulting from any one accident is the sum of the limits of liability shown in the Declarations per accident for UM Coverage.

3. Subject to the maximum limits of liability per individual and per accident set forth in the A. 1. and A. 2. above, for “bodily injury” sustained in any one accident by “you” or any “family member”, “our” maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative, or consequential damages recoverable by “you” or any “family member” is the lesser of:

- a. The sum of the limits of liability per individual shown in the Declarations applicable to all vehicles on the policy; or
- b. That “covered person’s” pro-rata share of the sum of the limits of liability per accident applicable to all vehicles involved.

**LIMIT OF LIABILITY**

A. Accidents involving “bodily injury” to “you” or any “family member”.

- 1. For “bodily injury” sustained by “you” or any “family member” in any one

“You” or any “family member” who sustains “bodily injury” in the accident will also be entitled to a pro-rata share of the sum of the limits of liability per accident, for those vehicles to which UM Coverage applies, as shown in the Declarations. A person’s pro-rata share shall be the proportion that that person’s damages bears

to the total damages sustained by all “covered persons”.

B. Accidents involving “bodily injury” to any “covered person” other than “you” or any “family member”.

1. For “bodily injury” sustained by any “covered person” other than “you” or any “family member” in any one accident, “our” maximum limit of liability for all resulting damages, including, but not limited to:

- a. All direct;
- b. All derivative; or
- c. All consequential;

Damages recoverable by any “covered person”, is the sum of the limits of liability per individual shown in the Declarations for UM Coverage.

2. Subject to the maximum limits of liability per individual set forth above in B. 1., “our” maximum limit for all damages for “BODILY INJURY” resulting from any one accident is the sum of the limits of liability shown in the Declarations per accident for UM Coverage.

C. The limits of liability described in Paragraphs A. and B. above are the most “we” will pay regardless of the number of:

1. “Covered persons”;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

D. Any amount otherwise payable for damages under UM Coverage shall be reduced by all sums payable because of the “bodily injury” under any:

1. Workers’ compensation law;

2. Disability benefits law or similar law;
3. No-Fault/PIP Coverage;
4. Automobile medical expense coverage or similar coverage;
5. Or motor vehicle liability insurance.

E. Any amount otherwise payable for damages under UM shall be reduced by all sums paid because of the “bodily injury” by or on behalf of persons or organizations that may be legally responsible. This includes all sums payable under Part I.

### EXCLUSIONS

- A. “We” do not provide UM Coverage for “bodily injury” sustained by any “covered person”:
1. If that person or legal representative settles the “bodily injury” claim without “our” written consent. However, this exclusion (A. 1.) does not apply:
    - a. If such settlement does not prejudice “our” right to recover payment; or
    - b. If that person or legal representative provides “us” with advance notice of any proposed settlement as required by Part VI. G. – Additional Duties for any “covered person” seeking Uninsured Motorist Coverage.
  2. While “occupying” “your covered auto” when it is being used to carry persons for a fee. This exclusion (A. 2.) does not apply to a share-the-expense car pool.
  3. While using a vehicle without expressed or implied permission.
  4. While “your covered auto” is rented or leased to others.

5. While “occupying” any vehicle when it is being operated in, or in practice for, any driving contest or challenge.
- B. UM coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Worker’s compensation law; or
  2. Disability benefits law.
- C. “We” do not provide UM Coverage for punitive or exemplary damages.

“owner” or operator of an uninsured motor vehicle or an underinsured motor vehicle; or

2. The amount of damages that the “covered person” is legally entitled to collect from that “owner”;

Then, that disagreement may be arbitrated, provided both parties so agree. This arbitration shall be limited to the two aforementioned factual issues and shall not address any other issues. Any arbitration finding that goes beyond the two aforementioned factual issues shall be voidable by “us” or a “covered person”.

**OTHER INSURANCE**

If there is other applicable similar insurance “we” will pay only “our” share of the loss. “Our” share is the proportion that “our” limit of liability bears to the total of all applicable limits. However, any insurance “we” provide with respect to a vehicle “you” or a “family member” do not own, shall be excess over any other collectible insurance.

- B. If both parties agree to arbitration, each party will select an arbitrator, and those two arbitrators will select a third. If the two arbitrators cannot agree on a third within thirty (30) days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- C. Unless both parties agree otherwise, arbitration will take place in the county in which the covered person lived at the time of the accident, and local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding up to the coverage limit of liability.

**NON-DUPLICATION**

No “covered person” will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

- A. Paid because of the “bodily injury” by or on behalf of persons or organizations that may be legally responsible.
- B. Paid or payable under any workers’ compensation law or similar disability benefits law.
- C. Paid under another provision or coverage in this policy.
- D. Paid under any No-Fault/PIP Coverage, paid under any automobile medical expense coverage or paid under any other similar coverage.

**ARBITRATION**

- A. If “we” and a “covered person” disagree as to:
1. Whether the “covered person” is legally entitled to recover damages from the

**ENDORSEMENT 7: PERSONAL INJURY PROTECTION ENDORSEMENT**

**PART III: COVERAGE FOR PERSONAL INJURY PROTECTION:**

This section is removed in its entirety. It is replaced by the following:

**INSURING AGREEMENTS:**

**DEFINITIONS:**

A. "Motor Vehicle" in this Part III means any self-propelled vehicle with four (4) or more wheels, which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle.

A "Motor Vehicle" does not include:

1. Any "motor vehicle", which is used in mass transit, other than public school transportation, that is:
  - a. designed to transport more than five (5) passengers, exclusive of the operator of the vehicle; and
  - b. owned by a municipality, a transit authority, or by a political subdivision of the State; or
2. A mobile home.

B. An "Insured motor vehicle" means a "motor vehicle" listed on the policy for which a premium is being charged and with respect to which security is required to be maintained under Florida Motor Vehicle Law and any trailer or semi-trailer designed for use with such vehicle.

C. "Florida Motor Vehicle No-Fault Law" means the Florida Motor Vehicle No-Fault Law and any amendments.

D. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.

E. "Medical Expenses" means all expenses for medically necessary:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental; and
5. Rehabilitative services;

Including:

1. Prosthetic devices; and
2. Medically necessary ambulance, hospital, and nursing services;

Resulting from an automobile accident. Such benefits shall also include necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person.

F. "Replacement services expenses" means, with respect to the period of disability to the injured person, all expenses reasonably incurred in obtaining ordinary and necessary services from others, that the injured person would have performed without income for the benefit of his household, had he not been injured.

G. "Disability benefits" means gross income lost and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, as a result of an automobile accident. It includes all expenses reasonably incurred in obtaining ordinary and necessary services from others, that the injured person would have performed without income for the benefit of his or her household, had he not been injured.

H. "Death Benefit" means such benefits payable to:

1. The executor or administrator of the deceased;
2. Any of the deceased's relatives by blood, legal adoption or connection by marriage; or
3. Any person appearing to "us" to be equitably entitled thereto;

When the proximate cause of death was an automobile accident.

I. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Serious jeopardy to patient health.
2. Serious impairment to bodily functions.
3. Serious dysfunction of any bodily organ or part.

**COVERAGE: PERSONAL INJURY PROTECTION (NO-FAULT)**

"We", as the insurer of the owner of a "motor vehicle", will pay in accordance with the "Florida Motor Vehicle No-Fault Law", for "bodily injury" to an "insured", as defined in this Section, caused by an accident resulting from the ownership, maintenance or use of a "motor vehicle", as follows:

A. Medical Benefits:

80% of properly billed "Medical Expenses" for medically necessary medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and medically necessary ambulance, hospital, and nursing services if the individual receives initial services and care pursuant to subparagraph 1. below **within 14 days after the motor vehicle accident**. The medical benefits provide reimbursement only for:

1. Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment.
2. Upon referral by a provider described in subparagraph 1., follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to subparagraph 1. which may be provided, supervised, ordered, or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced registered nurse practitioner licensed under chapter 464. Follow-up services and care may also be provided by any of the following persons or entities:
  - a. A hospital or ambulatory surgical center licensed under chapter 395.
  - b. An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
  - c. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.

- d. A physical therapist licensed under chapter 486, based upon a referral by a provider described in subparagraph 2.
- e. A health care clinic licensed under part X of chapter 400 which is:
  - i. accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc.;
  - ii. Has a medical director licensed under chapter 458, chapter 459, or chapter 460;
  - iii. Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
  - iv. Provides at least four of the following medical specialties:
    - (a) General medicine.
    - (b) Radiography.
    - (c) Orthopedic medicine.
    - (d) Physical medicine.
    - (e) Physical therapy.
    - (f) Physical rehabilitation.
    - (g) Prescribing or dispensing outpatient prescription medication.
    - (h) Laboratory services.

3. Reimbursement for services and care provided in subparagraph 1. or subparagraph 2. up to \$10,000 if a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, a physician assistant licensed under chapter 458 or chapter 459, or an advanced registered nurse practitioner licensed under chapter 464 has determined that the injured person had an emergency medical condition.
4. Reimbursement for services and care provided in subparagraph 1. or subparagraph 2. is limited to \$2,500 if any provider listed in subparagraph 1. or subparagraph 2. determines that the injured person did not have an emergency medical condition.

5. Medical benefits do not include massage as defined in Florida Statutes S. 480.033 or acupuncture as defined in Florida Statutes S. 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for medical benefits under this section.

All such "Medical Benefits" are limited to 80% of the following schedule of maximum charges:

1. For emergency transport and treatment by providers licensed under chapter 401, 200 percent of Medicare.
2. For emergency services and care provided by a hospital licensed under chapter 395, 75 percent of the hospital's usual and customary charges.
3. For emergency services and care as defined by Florida Statutes S. [395.002](#) provided in a facility licensed under chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
4. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
5. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
6. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians' fee schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, "we" will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Florida Statutes S. [440.13](#) and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation is not required to be reimbursed by "us".

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of

the year in which at the time the services, supplies, or care was rendered and for the area in which such services, supplies, or care were rendered, and the applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

B. Disability Benefits:

60% of "Disability Benefits" and 100% of all "Replacement services expenses".

Up to the policy limit of \$10,000 per individual.

C. Death Benefits:

"Death benefits" up to \$5,000 per individual in addition to the \$10,000 policy limit.

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

"Insured", as used in Part III, means:

In the State of Florida:

1. The "named insured" while occupying a "motor vehicle", or while not an occupant of a self-propelled vehicle if the injury is caused by physical contact with a "motor vehicle".
2. The "named insured's" relatives residing in the same household while occupying a "motor vehicle", or while not an occupant of a self-propelled vehicle if the injury is caused by a "motor vehicle". This applies provided that the "named insured's" relative is domiciled in the "named insured's" household at the time of the loss, and is not the owner of a "motor vehicle" with respect to which security is required under the "Florida Motor Vehicle No-Fault Law."

3. Any other person while in the State of Florida and “occupying” an “insured motor vehicle” or, if a resident of the State of Florida, while not an occupant of a self-propelled vehicle if the injury is caused by physical contact with an “insured motor vehicle”, provided that the injured person is not:

- a. The “owner” of a “motor vehicle” for which security is required under the “Florida Motor Vehicle No-Fault Law”; or,
- b. Entitled to personal injury protection benefits from the insurer of the owner or owners of such a “motor vehicle” insured under the “Florida Motor Vehicle No-Fault Law.”

Outside the State of Florida:

- 1. The “named insured” while occupying the “named insured’s” vehicle outside this state, but within the United States of America or its territories or possessions or Canada.
- 2. The “named insured’s” relatives residing in the same household while occupying the “insured motor vehicle” outside this state, but within the United States of America or its territories or possessions or Canada. This applies provided that the “named insured’s” relative is domiciled in the “named insured’s” household at the time of the loss, and is not the owner of a “motor vehicle” with respect to which security is required under the “Florida Motor Vehicle No-Fault Law.”

“Insured” does not include a “health care provider.”

“We” may pay death benefits to: a.) The executor or administrator of the deceased; b.) To any of the deceased’s relatives by blood, legal adoption or connection by marriage; or c.) To any person appearing to “us” to be equitably entitled thereto, after a formal written request for payment of such benefits is made.

**EXCLUSIONS:**

This insurance does not apply:

- A. To any person while “occupying” a “motor vehicle” of which “you” are the “owner”, and which is not an “insured motor vehicle” under this policy.

- B. To any person while operating an “insured motor vehicle” without the express or implied consent of “you”;
- C. To any person, if such person’s conduct contributed to his “bodily injury” under any of the following circumstances:

- 1. Causing “bodily injury” to himself or herself intentionally;
- 2. While committing a felony.

Whenever a person is charged with committing a felony, payment of any personal injury benefits will be withheld pending the outcome of the case at the trial level. If the charge is nolle prossed or dismissed or the person is acquitted, the 30-day payment provision shall run from the date we are notified of such action.

- D. To the “named insured” or the “named insured’s” dependent relatives residing in the same household for work loss benefits if an entry in the Declarations indicates such coverage does not apply;

- E. To any person who sustains “bodily injury” while “occupying” a “motor vehicle” located for use as a residence or premises;

- F. To any person who sustains “bodily injury” while:
  - 1. “Occupying” a “motor vehicle”, other than the “insured motor vehicle”; or
  - 2. A pedestrian;

Outside the State of Florida;

- G. To any person, other than the “named insured” or the “named insured’s” relatives residing in the same household who sustains “bodily injury” while “occupying” the “insured motor vehicle” outside the State of Florida.

**PAYMENT OF ANY AMOUNT DUE:**

“We” will pay any amount due:

- A. To an “insured”;
- B. To a parent or guardian, if the “insured” is a minor or an incompetent person;
- C. To the surviving “spouse”; or
- D. At “our” option:

1. To a person authorized by law to receive such payment; or
2. To the person or organization rendering the treatment or services.

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

### **PRIORITY OF PAYMENT:**

The insured’s medical bills will be paid in the order in which they are received after the satisfaction of any policy deductible “you” have chosen.

“We” will create and maintain a log of personal injury protection benefits paid by “us” on behalf of the insured. If litigation commences and “we” receive a request for the log from the insured, “we” will provide same within 30 days.

### **NO DUPLICATION OF BENEFITS:**

No “insured” shall recover twice for the same expense or loss under this or similar vehicle insurance or self-insurance.

### **LIMIT OF LIABILITY:**

Regardless of:

- A. The number of persons insured;
- B. Policies or bonds applicable;
- C. Vehicles involved; or
- D. Claims made;

The total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this policy, for loss and expenses incurred by or on behalf of any one person who sustains “bodily injury” as a result of any one accident, shall be \$10,000; provided that payment of death benefits of \$5,000 in addition to the foregoing shall apply. If worker’s compensation benefits have been received for the same items of loss and expenses under any worker’s compensation law, those items of loss and expenses will be credited against the personal injury protection benefits available with respect to such “bodily injury” under this section of the policy. The limits of liability shown in the Declarations are the maximum limit of liability “we” will pay regardless of the location of the loss.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same items of loss and expenses for which benefits are available under this policy, “we” shall not be liable to make duplicate payments to or for the benefit of the injured person; but, the insurer paying such benefits shall be entitled to recover from “us” its equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the Declarations for personal injury protection coverage shall be deducted from the total amount of all sums after all applicable reductions, including, but not limited to:

- A. Medicare and Worker Compensation Lien reductions,
- B. Allowable Statutory reductions,
- C. Reduction agreed upon by Medical Provider and/or their attorneys and “us”;

With respect to all loss and expenses, incurred by or on behalf of each person to whom the deductible applies and who sustains “bodily injury” as the result of any one accident. Such deductible amount shall not be applied to the death benefit.

No coverage will be provided for punitive damages.

### **REIMBURSEMENT:**

“We” have a right to recover “our” Personal Injury Protection payments from the owner of or the company insuring a “commercial motor vehicle” if “We” have made payment for “bodily injury” resulting from the “insured’s” occupying or being struck as a “pedestrian” by that “commercial motor vehicle”. This right of recovery, under this Section, does not apply to an owner or registrant of a taxicab as identified in Florida Statutes S. 627.733(1)(b).

### **WHEN THERE IS OTHER NO-FAULT COVERAGE OR “YOU” OWN MORE THAN ONE VEHICLE:**

#### **Vehicles “You” Own:**

- A. If “you” are the “owner” of the vehicle involved in the accident, this coverage applies only if it is an “insured motor vehicle”.
- B. If the “insured motor vehicle” is also described in a policy issued to “you” by another company, the total limits of liability shall not exceed those of the policy with the highest limits of liability.

**DISPUTES:**

In a dispute between the insured and “us”, or between an assignee of the insured's rights and “us”, “we” will notify, upon request by either the insured or the assignee that the policy limits under this section have been reached within 15 days after the limits have been reached.

**ENDORSEMENT 8: COVERAGE FOR  
DAMAGE TO “YOUR COVERED AUTO”  
ENDORSEMENT**

**PART IV: COVERAGE FOR DAMAGE TO  
“YOUR COVERED AUTO”**

The following limitation applies to Comprehensive and Collision coverage afforded under this Section of the policy:

**Towing and Storage Expenses. We will pay up to \$300, in total for each claim, for any towing and/or storage expenses for “your covered auto”. Any amount in excess of that limit may be paid by us, but will be deducted from any claim settlement.**

**ENDORSEMENT 9: DUTIES AFTER AN ACCIDENT OR LOSS ENDORSEMENT**

**PART V: DUTIES AFTER AN ACCIDENT OR LOSS:**

This section is removed in its entirety. It is replaced by the following:

If failure to comply with the following duties is prejudicial to “us”, “we” have no duty to provide any coverage under **PART I – IV** of this policy unless there has been full compliance with the following duties and conditions:

**A. Notice of Accident or Loss:**

“We” must be given notice of any accident or loss to the extent possible within 24 hours or as soon as reasonably possible. This notice requirement does not affect, alter, modify or extend any of the time requirements set forth in Florida Statutes.

The Notice to “us” shall include:

1. Your name;
2. The names, addresses and telephone numbers of all persons involved;
3. The time, date and location of the accident or loss;
4. The facts of the accident or loss;
5. The license plate number and description of any vehicles involved in the accident or loss;
6. The names, addresses and phone numbers of any witnesses.

**B. Notice of Claim or Suit:**

If any claim, lawsuit or other action is made against a “covered person” or an “insured” that “covered person” or “insured” must promptly send “us” copies of the demand, claim, lawsuit or other documents that comprise the claim, lawsuit or other action, as well as any summons or legal process received. Verbal notification of any claims, lawsuits or demands shall not constitute compliance with this section. “You” must inform “us” in writing of any claims, lawsuits or demands forthright.

**C. Duty to Cooperate With “Us”:**

A person, “health care provider”, or entity seeking any coverage or making any claim shall cooperate and assist “us”, if requested to do so, in:

1. Giving and securing evidence;
2. Attending any hearings, mediations, arbitrations, trials or other legal process;
3. Getting any witnesses to attend any hearings, mediations, arbitrations, trials or other legal process;
4. Making settlements or defending any claim, lawsuit or other legal action;
5. If requested to do so, furnishing “us” with a written excuse, if any, for failing to attend an examination under oath, recorded statement, or medical examination. Said excuse shall be submitted to “us” forthright and the failure to comply with this request shall result in a breach of this policy by and could jeopardize payment of benefits.

Failure to cooperate with “us” may result in the insurer having reasonable proof for not paying benefits under this policy.

The “insured” or “covered person” shall not, except at his or her own cost, voluntarily:

- a. Make any payment or assume any obligation to others; or
- b. Incur any expense, other than for first aid to others.

**D. Additional Duties and Conditions For Any Insured or Any Person, Other Than an Assignee or Third Party Claimant Making a Liability Claim, Seeking Coverage:**

An “insured” or a person, other than an assignee or third party claimant making a liability claim, seeking any coverage must comply with the terms of the policy, which include, but are not limited to;

1. Giving “us” all details about the accident, loss, death, injury, treatment or

- other information necessary to determine if there is coverage for the claim and, if so, the amount payable;
2. Authorizing “us” to obtain, at “our” discretion, either directly or through other persons or entities “we” choose to obtain on “our” behalf:
    - a. Medical records and bills;
    - b. Other pertinent records or documents;
  3. Submitting, as often as “we” reasonably require:
    - a. To recorded statements, telephonically if requested by “us”, outside the presence of any other “insured”, “covered person”, witness or any person making claim, except for that person’s personal representative. Upon conclusion of your statement, we may require that the statement be signed verifying the accuracy and truthfulness of your assertions.
    - b. To sworn statements outside the presence of any other “insured”, “covered person”, witness or person making claim, except for that person’s personal representative. Upon conclusion of your statement, we may require that the statement be signed verifying the accuracy and truthfulness of your assertions.
    - c. To mental and physical examinations by physicians chosen and paid by “us” in regard to personal injury protection benefits. “We” may, at “our” option, authorize other persons or entities to choose and pay such physicians on “our” behalf, subject to:
      - i. Whenever the mental or physical condition of an injured person covered by personal injury protection is material to any claim that has been or may be made for past or future personal injury protection insurance benefits, such person shall, upon “our” request, submit to mental or physical examination by a physician or physicians. The costs of any examinations requested by “us” shall be borne entirely by “us”. Such examination shall be conducted within the municipality where the insured is receiving treatment, or in a location reasonably accessible to the insured, which, for purposes of this paragraph, means any location within the municipality in which the insured resides, or any location within 10 miles by road of the insured’s residence, provided such location is within the county in which the insured resides. If the examination is to be conducted in a location reasonably accessible to the insured, and if there is no qualified physician to conduct the examination in a location reasonably accessible to the insured, then such examination shall be conducted in an area of the closest proximity to the insured’s residence. “We” may not withdraw payment of a treating physician without the consent of the injured person covered by the personal injury protection, unless “we” first obtain a valid report by a Florida physician licensed under the same chapter as the treating physician whose treatment authorization is

sought to be withdrawn, stating that treatment was not reasonable, related, or necessary. A valid report is one that is prepared and signed by the physician examining the injured person or reviewing the treatment records of the injured person and is factually supported by the examination and treatment records if reviewed and that has not been modified by anyone other than the physician. The physician preparing the report must be in active practice, unless the physician is physically disabled. Active practice means that during the 3 years immediately preceding the date of the physical examination or review of the treatment records the physician must have devoted professional time to the active clinical practice of evaluation, diagnosis, or treatment of medical conditions or to the instruction of students in an accredited health professional school or accredited residency program or a clinical research program that is affiliated with an accredited health professional school or teaching hospital or accredited residency program. The physician preparing a report at "our" request and physicians rendering expert opinions on behalf of persons claiming medical benefits for personal injury protection, or on behalf of an insured through an attorney or another entity, shall maintain, for at least 3 years, copies of all examination reports as medical records and shall

maintain, for at least 3 years, records of all payments for the examinations and reports. Neither "we" nor any person acting at the direction of or on behalf of "us" may materially change an opinion in a report prepared under this paragraph or direct the physician preparing the report to change such opinion. The denial of a payment as the result of such a changed opinion constitutes a material misrepresentation under Florida Statute S. 626.9541(1)(i)2.; however, this provision does not preclude "us" from calling to the attention of the physician errors of fact in the report based upon information in the claim file.

- ii. If requested by the person examined, "we" shall deliver to him or her a copy of every written report concerning the examination rendered by an examining physician, at least one of which reports must set out the examining physician's findings and conclusions in detail. After such request and delivery, "we" are entitled, upon request, to receive from the person examined every written report available to him or her or his or her representative concerning any examination, previously or thereafter made, of the same mental or physical condition. By requesting and obtaining a report of the examination so ordered, or by taking the deposition of the examiner, the person examined waives any

privilege he or she may have, in relation to the claim for benefits, regarding the testimony of every other person who has examined, or may thereafter examine, him or her in respect to the same mental or physical condition. If a person unreasonably refuses to submit to or fails to appear at an examination, "we" are no longer liable for subsequent personal injury protection benefits. Under the Personal Injury Protection benefits, an insured's refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the insured's refusal or failure was unreasonable.

If requested to do so, "you" shall furnish "us" with a written excuse, if any, for failing to attend an examination. Such written excuse shall be furnished to "us" forthwith upon request. Failure to provide such written excuse shall result in the insurer having reasonable proof for not paying benefits under this policy.

- d. To Examinations Under Oath, telephonically if requested by "us", outside the presence of any other "insured", "covered person", witness or person making claim, except for that person's personal representative. Upon conclusion of your statement, you shall be required to sign same verifying the accuracy and truthfulness of your assertions. These Examinations Under Oath shall take place at "our" offices, "our" attorney's offices, or a court reporter's office at "our" sole discretion unless it is

requested, in writing, that these Examinations Under Oath take place at a court reporter's office. These Examinations Under Oath may be recorded by audio, video, court reporter or any combination thereof, at "our" sole discretion.

- e. A proof of loss forthwith when requested by "us".
4. If, as a result of your bodily injuries, "you" received treatment at a Hospital or emergency treatment facility, "you" shall furnish that facility with "your" insurance information so that the facility may bill "us" for the services rendered.

An insured seeking Personal Injury Protection Benefits, including an omnibus insured, must comply with the terms of the policy as stated above, which include, but are not limited to, submitting to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with this paragraph is a condition precedent to receiving benefits. Compliance with the duties and conditions described above is a condition precedent to receiving benefits.

Failure to comply may result in the insurer having reasonable proof for not paying benefits under this policy.

**E. Additional Duties and Conditions For Any Claims made pursuant to an Assignment of Benefits or Similar Document:**

Any "health care provider" or entity (including, but not limited to, a hospital, physician, clinic, diagnostic testing company, supplier or any provider of any medical services, billing service, diagnostic testing or supplies) who has accepted an Assignment of Benefits or similar document shall:

1. Cooperate with "us" in the investigation of any claim, lawsuit or other action.
2. Forthwith, provide "us" written proof of claim, under oath if required. Such proof shall include:

- a. Full details of the nature and extent of the patient's history, condition, injuries, examinations, treatment, dates of treatment, diagnoses, recommendations, therapy and costs, and
  - b. All medical records detailing the nature and extent of the patient's history, condition, injuries, examinations, treatment, dates of treatment, diagnoses, recommendations, therapy and costs; and
  - c. Any other information which may assist "us" in determining any amounts due and payable.
3. Produce the owner, employees, independent contractors and any other person or entity the "health care provider" has otherwise contracted or arranged to provide a product, service or accommodation for which a claim was made, as often as "we" reasonably require to:
- a. Appear for a recorded statement, outside the presence of any other "insured", "covered person", witness or any person making claim, except for that person's personal representative, and sign same.
  - b. To appear for a sworn statement, outside the presence of any other "insured", "covered person", witness or any person making claim, except for that person's personal representative, and sign same.

These statements shall take place at "our" offices, "our" attorney's offices, or a court reporter's office at "our" sole discretion unless requested, in writing, that these statements take place at a court reporter's office. These statements may be recorded by audio, video, court reporter or any combination thereof, at "our" sole discretion.

- 4. At "our" request, provide to "us" forthwith:
  - a. All medical records and bills for the patient; and
  - b. The entire file, including all medical and billing records, of the patient; and
  - c. Any other pertinent records "we" request, at "our" discretion.

Failure to comply with the duties and conditions described above may result in the insurer having reasonable proof for not paying benefits under this policy.

**F. Additional Duties for any person seeking Coverage For Damage To Your Auto or Coverage for Property Damage Liability:**

"You" or the owner of the property also shall:

- 1. Make a prompt report to the police within 24 hours, or as soon as practicable, when "your covered auto", any "replacement motor vehicle" or any "temporary substitute vehicle" and their equipment is stolen or the result of theft, larceny, conversion, pilferage or vandalism;
- 2. Make a prompt report to the police within 24 hours, or as soon as practicable, after a "collision" with a hit-and-run driver.
- 3. Protect "your covered auto", any "replacement motor vehicle" or any "temporary substitute vehicle" and their equipment from further loss or damage. "We" will pay reasonable expenses incurred to do this.
- 4. Permit "us" or any person or entity "we" authorize to inspect, photograph, estimate and appraise the damage before any repair or disposal.
- 5. Provide all records, receipts and invoices, or certified copies of them. "We" may make copies.

6. Answer questions under oath when asked by anyone “we” name, as often as “we” reasonably ask, and sign copies of the answers. These Examinations Under Oath may be recorded by audio, video, court reporter or any combination thereof, at “our” sole discretion.

Failure to comply with the duties and conditions described above may result in the insurer having reasonable proof for not paying benefits under this policy.

**G. Additional Duties for any person seeking Uninsured Motorist Coverage:**

A person seeking coverage under Uninsured Motorist Coverage must also comply with the following:

1. If there is no physical contact with the hit-and-run vehicle and no witnesses other than any person making claim under this or any similar coverage, the accident must be reported to the police or law enforcement within 24 hours, or as soon as practicable, AND “we” must be notified within 30 days of the accident.
2. Promptly send “us” at once a copy of all papers if a lawsuit is brought.
3. If the “covered person” and the owner or operator of the “uninsured motor vehicle” legally liable for the “covered person’s” Bodily Injury reach a settlement agreement to pay the “covered person” such person’s limits of liability, the “covered person” 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 “covered person’s” claim for Bodily Injury, and
  - b. An “uninsured motor vehicle” claim has been or will be made against “us”.
4. The “covered person” may file suit against “us” and the legally liable

person if, within 30 days after “our” receipt of the settlement agreement “we” do not:

- a. Approve the settlement; or
- b. Waive “our” rights of recovery against the person or organization legally liable for the Bodily Injury; and, if “we” don’t approve the settlement with the uninsured motorist carrier, “we” will pay the amount offered as settlement to their insured.

The suit shall decide if the “covered person” is legally entitled to collect damages and if so, the amount.

Failure to comply with the duties and conditions described above may result in the insurer having reasonable proof for not paying benefits under this policy.

**H. Additional Duties for any person seeking Personal Injury Protection (No-Fault) Coverage:**

1. Upon “our” request, provide “us” with sworn proof of claim as soon as reasonable on forms “we” furnish, including Applications for Personal Injury Protection (No-Fault) Benefits, Loss Affidavits and Proofs of Loss. This sworn proof of claim may not be satisfied by submitting medical bills. This sworn proof of claim requirement does not affect, alter, modify or extend any of the time requirements set forth in Florida Statutes.

Failure to comply with the duties and conditions described above may result in the insurer having reasonable proof for not paying benefits under this policy.

**ENDORSEMENT 10: STATEMENTS AND EXAMINATIONS ENDORSEMENT**

Throughout “your” policy, “we” refer to “our” right to obtain statements and/or examinations from “you”, or any other party or assignee, seeking any coverage from this policy. These examinations may be held in person or telephonically, at “our” discretion. These statements and/or examinations may be recorded in video and/or audio format, at “our” discretion.

**ENDORSEMENT 11: TERMINATION  
ENDORSEMENT**

**PART VI: GENERAL PROVISIONS:**

The following modifications apply to coverage afforded under this Section of the policy:

**TERMINATION**

**A. Cancellation.**

This section is removed in its entirety. It is replaced by the following:

**1. How “you” may cancel**

a. The “named insured” shown in the Declarations may cancel by giving “us” written notice of the date cancellation is to take effect, which must be later than the date “you” mail or deliver the notice to “us”. If no date is specified, this policy will be canceled effective the date the notice is received in “our” office.

b. If “your” policy provides Property Damage Liability and/or Personal Injury Protection (No-Fault) coverages, it may not be cancelled by “you” during the first sixty days following the date the policy is issued or renewed except for one (1) of the following reasons:

- (1) “Your covered auto” is completely destroyed such that it is no longer operable; or
- (2) Ownership of “Your covered auto” is transferred; or
- (3) “You” have purchased another automobile insurance policy, which covers “your covered auto”.

- (4) “You” are a member of the United States Armed Forces and “you” are called to or are on active duty
- (5) to the “named insured outside the United States in an emergency situation.

**2. How “we” may cancel**

a. Except as provided under Cancellation Due to Incorrect Premium, “we” may cancel this policy by mailing or delivering written notice of cancellation” shown in the Declarations at the address shown in this policy:

- (1) Mailed at least ten (10) days before the cancellation effective date if cancellation is for nonpayment of premium; or
- (2) Mailed at least forty-five (45) days before the cancellation effective date if the cancellation is for any other reason.

Mailing this notice by registered, certified mail or United States Post Office proof of mailing shall be sufficient proof of notice.

b. If this is a new policy, “we” will not cancel for nonpayment of premium during the first sixty (60) days following the date of policy issuance unless a check used to pay “us” is dishonored for any reason. However, “we” may cancel for any other reason.

c. After this policy has been in effect for sixty (60) days, or if this policy is a renewal or continuation policy, “we” will cancel only:

- (1) For “your” failure to respond to “our” notice of additional premium due, pursuant to section 627.7282, Florida Statutes; or
  - a. Pay the additional premium and maintain this policy in full force under its original terms; or
  - b. Cancel this policy and demand a refund of any unearned premium;
- (2) For nonpayment of premium or nonpayment of additional premium; or
- (3) If the driver’s license of “you”, any operator who resides with “you”; or any driver who customarily operates “your covered auto” has been suspended or revoked:
  - i. During the policy period; or
  - ii. 180 days immediately preceding its effective date;

Or
- (4) If the policy was obtained through material misrepresentation or fraud.

**B. Non-renewal.** If “we” decide not to renew or continue this policy “we” will mail notice to the “named insured” shown in the Declarations at the address shown in this policy at least forty five (45) days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Post Office proof of mailing. However, if the policy period is:

- 1. Six (6) months, “we” will have the right not to renew or continue this policy every six (6) months, beginning six (6) months after its original effective date.
- 2. One (1) year, “we” will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

- a. “You” were convicted of one or more non-criminal traffic violations which did not involve an auto accident or cause revocation or suspension of “your” driving privilege unless “you” have been convicted of or plead guilty to:

- (1) Two (2) such traffic violations within an eighteen (18) month period; or
- (2) Three (3) or more such traffic violations within a thirty six (36) month period; or

**3. Cancellation Due to Incorrect Premium**

In the event “we” determine that “you” have been charged an incorrect premium for coverage requested in “your” application for insurance, “we” shall immediately mail “you” notice of any additional premium due “us”. If within 10 days of the notice of additional premium due (or a longer time period as specified in the notice), “you” fail to either:

- (3) Exceeding the lawful speed limit by more than fifteen (15) miles per hour;

or

- b. "You" have had only one (1) accident in the last three years immediately preceding the renewal date. However, "we" may refuse to renew this policy if, at the time of renewal, "you" have had two (2) or more at-fault accidents, or three (3) or more accidents regardless of fault, within the current three (3) year period.

"Our" right to non-renew this policy is subject to the limitations contained in the Florida Statutes.

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

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

D. **Other Termination Provisions.**

- 1. At the time this policy is used, renewed or continued, if Florida Law:
  - a. Requires a longer notice period;
  - b. Requires a special form of or procedure for giving notice; or
  - c. Modifies any of the stated termination reasons.

"We" will comply with those requirements.

- 2. If "you" cancel this policy, premium will be earned on a short rate basis, as defined below. If "we" cancel, premium will be earned on a pro-rata basis. If this policy is canceled, "you" may be entitled to a refund of unearned premium. If so, "we" will send "you" the refund at the time of cancellation or

within a reasonable time thereafter. The premium refund, if any will be computed according to "our" manuals. Any delay in the return of the unearned premium shall not affect the cancellation.

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

- 4. If the policy or form of coverage is cancelled by "us", the return premium shall be computed on a pro-rata basis, which means "we" will earn premium only for the period of time "you" were insured by this policy. If there is any unearned premium due to "you", "we" will mail "your" refund to "you" within fifteen (15) days of the effective date of cancellation.

- 5. If the policy or form of coverage is cancelled at the request of the "named insured", or a third party such as a premium finance company, short rate will apply. If there is any unearned premium due to "you", "we" will mail "your" refund to "you" within thirty (30) days of the effective date of cancellation.

Short rate is defined as 90% of the premium refund calculated on a pro-rata basis.

- 6. If "you" are a service member of the U.S. Armed Forces and "you" cancel "your" policy because of being called to active duty or "you" are transferred to a location where the insurance is not required and provide proof of same. We will refund 100% of "your" unearned premium, computed on a pro-rata basis.

- E. **Return of Premium.** If "you" financed your insurance premiums through a Premium Finance Company and "you" assigned your right to collect unearned premiums to the Premium Finance Company, then "we" shall return the unearned premium to the Premium Finance Company.

**ENDORSEMENT 12: DEFINITIONS**  
**ENDORSEMENT III**

The following definitions have been modified in the COMMON DEFINITIONS Section at the beginning of the policy:

**A.** Throughout this policy “You” and “Your” means the “named insured”, defined as:

1. The person or entity shown in the Declarations of this policy as the “named insured”; and, if an individual
2. The spouse if a resident of the same household and who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere, provided the spouse is listed by “you” on the policy application or endorsed thereto within thirty (30) days of becoming such.

“You” and “Your” does not include a “Health Care Provider”, with the exception of (1.) or (2.) above by way of occupation.

**G.** “Insured” means

1. “You” or any “resident relative” for the ownership, maintenance or use of any “motor vehicle” or “trailer”, provided that all such individuals who are age 15 years or older are listed on the policy application; or
2. Any person using “your covered auto” with express or implied permission to do so, provided that, if the individual is a regular operator of your covered auto, that individual is listed on the policy application.
3. Any person who, during the term of this policy becomes a “resident relative” or another regular operator of your covered auto and is endorsed onto the policy within thirty (30) days of becoming such.

