

Auto Policy

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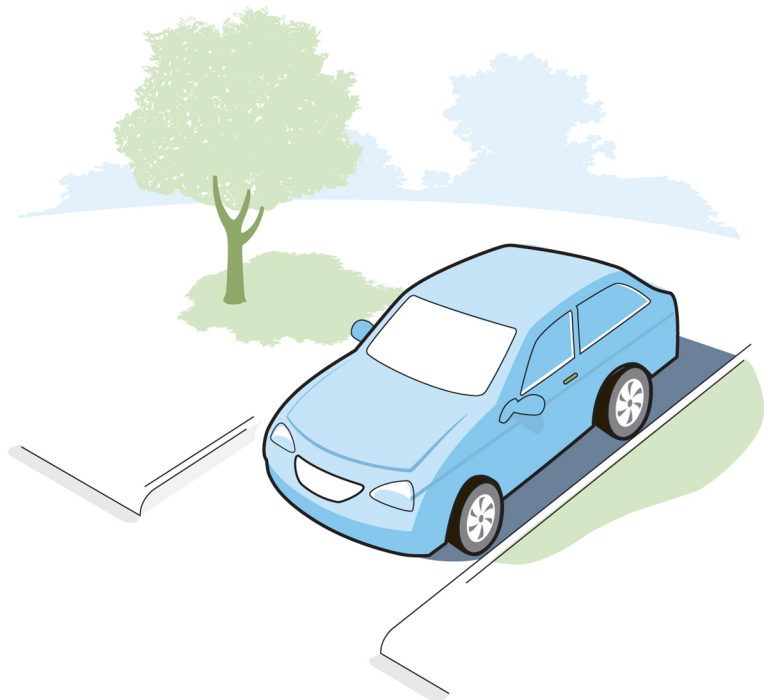


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A Stock Company – Home Office: Northbrook, Illinois

General Provisions

The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations or when the Policy Declarations lists the coverage as being "Included." On **your** Policy Declarations, coverages may be shown for each **auto**, or may be listed under "Additional Coverages."

If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

You agree that it is **your** responsibility to review **your** Policy Declarations to:

1. confirm that the coverages and limits that **you** requested have actually been issued to **you**; and
2. ensure that each of the coverages and limits shown on the Policy Declarations are appropriate for **your** insurance needs.

You further agree to review those sections of this policy which relate to the coverages issued to **you**. Failure to review this policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **us**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions about this policy.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured persons. This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

Depending on the number of vehicles **you** are insuring, **we** may find it necessary to issue **you** two or more different policy numbers for this one policy. Even if **we** issue two or more policy numbers, this shall still constitute one policy. **Your** Policy Declarations lists the policy numbers applicable.

When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it applies to covered losses to the **auto**, accidents, and occurrences within the United States, its territories or possessions, Canada, and between their ports. The policy period is shown on the Policy Declarations.

Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which **your auto(s)** described on the Policy Declarations are principally garaged, the provisions are amended to conform to such statutes.

Out Of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your** covered **auto** is principally garaged, **we** will interpret **your** policy for that accident as follows:

1. If the state or province has:
 - a) A financial responsibility or similar law specifying limits of liability for **bodily injury** or property damage higher than the limit shown in the Policy Declarations, **your** policy will provide the higher specified limit.
 - b) A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a vehicle in that state or province, **your** policy will provide at least the required minimum amounts and types of coverage
2. No one will be entitled to duplicate payments for the same elements of loss.

Definitions Used Throughout The Policy

The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in boldface type.

1. **Additional Auto** means an **auto** of which **you** become the owner during the policy period and which is:
 - a) not described on the Policy Declarations; and
 - b) not acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be an **additional auto** for the 30 days immediately after **you** acquire ownership, but only if:

- a) any other **autos you** own are insured either by **us** or by one of **our** affiliates, other than any **auto(s) we** and **our** affiliates refused to insure;
- b) the **auto** is not listed as an insured vehicle under any other motor vehicle insurance policy; and
- c) **you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer an **additional auto**.

2. **Auto** means a private passenger land motor vehicle which has at least four wheels and is designed for use on public roads. However, auto does not include any vehicle of the pick-up body, sedan delivery, panel truck or stake body type which has a manufacturer specified Gross Vehicle Weight Rating (GVWR) in excess of 14,000 pounds.
3. **Non-owned Auto** means an **auto**, other than a **substitute auto**, used by **you** or a **resident** relative with the owner's permission but which is not:
 - a) owned by **you** or a **resident** relative; or
 - b) available or furnished for the regular use of **you** or a **resident** relative, except for a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.

This definition of **non-owned auto** does not apply to **Automobile Liability Insurance—Bodily Injury and Property Damage**.

4. **Replacement Auto** means an **auto** of which **you** become the owner during the policy period and which is:
- not described on the Policy Declarations; and
 - acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be a **replacement auto** for the 30 days immediately after **you** acquire ownership, but only if:

- any **other autos you** own are insured either by **us** or by one of **our** affiliates, other than any **auto(s) we** and **our** affiliates refused to insure;
- the **auto** is not listed as an insured vehicle under any other motor vehicle insurance policy; and
- you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer a **replacement auto**.

5. **Resident** means a person who resides in **your** household with the intention to continue residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
6. **Shared-Expense Car Pool** means an arrangement between private parties to share rides:
- for which partial or full reimbursement of driving expenses is made or offered, and for which there is no other compensation; and
 - which is not facilitated by a commercial enterprise which connects drivers to riders, including, but not limited to, a transportation network company.
7. **Substitute Auto** means an **auto you** do not own which is being temporarily used by **you** or a **resident** relative with the permission of the owner while **your auto** insured under this policy is unavailable due to loss or breakdown, is being serviced or repaired, or if it is stolen or destroyed.
8. **Trailer** means any trailer, other than a **travel-trailer**, that is designed for use with an **auto**.
9. **Travel trailer** means a trailer of the house, cabin or camping type equipped or used as a temporary living quarters.
- The **travel-trailer** must be designed for use with an **auto**.
10. **We, Us, or Our** means the company shown on the Policy Declarations.
11. **You or Your** means the policyholder(s) listed as Named Insured(s) on the Policy Declarations and the **resident** spouse of any such Named Insured.

Leased Autos

Unless otherwise indicated, an **auto** leased to a person under a written agreement with a term of at least six continuous months shall be considered, for purposes of this policy, to be owned by that person.

The following provisions apply throughout the policy unless a different provision regarding the same subject matter is provided under a particular coverage or it is otherwise indicated.

Premium Changes

The total premium for this policy is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly.

Changes which result in a premium adjustment are described in **our** rules.

These changes include, but are not limited to:

- autos** insured by the policy, including changes in use;
- drivers residing in **your** household, their ages or marital status;
- coverages or coverage limits;
- rating territory; and
- discount or surcharge applicability.

Any calculation or adjustment of **your** premium will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Changes

Your policy was issued in reliance on information **you** provided including, but not limited to, information regarding **autos**, persons in **your** household, and **your** place of residence. **You** must promptly notify **us**:

- when **you** change **your** address;
- when any person with a driver's license joins **your** household, or when any **resident** of **your** household acquires a driver's license; and
- when **you** acquire any **additional auto** or **replacement auto**.

Notice

Your notice to **our** authorized agent shall be deemed to be notice to **us**.

What To Do If There Is A Loss

If a person insured under this policy has an accident or loss involving a motor vehicle, **we** or **our** authorized agent must be informed promptly of all details. As soon as possible, any person making a claim must give **us** proof of loss, in writing or in another form specified by **us**, including all details **we** may need to determine the amounts payable. **We** may require that the proof of loss be a sworn proof of loss.



If an insured person is sued as a result of a motor vehicle accident, **we** must be informed as soon as reasonably possible.

A person making a claim must:

1. Provide **us** with the following information as soon as possible:
 - a) date and time of the accident or loss;
 - b) location of the accident or loss; and
 - c) all other details required by **us** that are reasonably related to the loss, including, but not limited to, information obtained from the vehicle's computer, vehicle safety features, or ride-sharing applications.
2. Notify the police as soon as possible if:
 - a) the owner or operator of a vehicle involved in the accident or loss cannot be identified; or
 - b) a theft or vandalism loss has occurred.
3. Cooperate with **us** in **our** effort to investigate the accident or loss and settle any claims.
4. Allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, as often as reasonably required, separately and apart from others associated with the claim for coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require. The person submitting to examination under oath may be represented by counsel at their own expense.
5. Give **us** authorization to obtain medical reports and other records pertinent to the claim. The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require.
6. Promptly send **us** any and all legal papers relating to any claim or lawsuit.
7. Attend hearings and trials as often as **we** require.
8. In the case of loss to an **auto, trailer or travel-trailer** insured with **Auto Collision Insurance** or **Auto Comprehensive Insurance** you must:
 - a) protect the **auto, trailer or travel-trailer** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **auto, trailer or travel-trailer**, further loss may not be covered.
 - b) when reasonably possible, allow **us** to inspect the **auto, trailer or travel-trailer**, or have it inspected, before its repair, replacement or disposal. If **you** or **we** demand an appraisal of the loss under to the **Right To Appraisal** provision, **you** must allow **us** to have the **auto, trailer or travel-trailer** appraised.

Assistance And Cooperation Of The Insured

A person insured under this policy must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. This includes, but is not limited to, giving **us** a recorded statement, a written statement, and/or a video-recorded statement, when requested by **us**, as often as **we** reasonably require.

If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

We are not obligated to provide reimbursement if a person insured under this policy voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others. If a person insured under this policy has a right to recover damages from anyone responsible for the loss, **we** may require that person to take proper action to preserve that right.

Subrogation

When **we** pay under this policy, and a person insured under this policy has the right to recover from anyone else, that person's rights of recovery become **ours** up to the amount **we** have paid. That person must protect these rights and, at **our** request, help **us** to enforce them.

Combining Limits Of Two Or More Autos Prohibited

This provision applies only when **you** have two or more **auto(s)** insured in **your** name. The coverage limits applicable to any one **auto** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **auto** shown on the Policy Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those **autos**. This is true regardless of the number of:

1. vehicles or persons shown on the Policy Declarations;
2. vehicles involved in the accident or loss;
3. persons seeking damages as a result of the accident or loss; or
4. insured persons from whom damages are sought.

If two or more **autos** are shown on the Policy Declarations and one of these **autos** is involved in an accident or loss to which coverage applies, the coverage limits shown on the Policy Declarations for the involved **auto** will apply. If a covered accident or loss involves an **auto** other than one shown on the Policy Declarations, or if a person insured under this policy is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for the applicable coverage for any one **auto** will apply.

This provision does not apply to **Uninsured Motorist Insurance** if the Policy Declarations indicates that, under the **Uninsured Motorist Insurance** provision, the limits of two or more insured **autos** may be stacked together.

Transfer

You may not transfer this policy or assign any interest, rights, or benefits in this policy, other than interest, rights, or benefits payable after a loss, to another person without **our** written consent.

If **you** die, this policy will provide coverage until the end of the premium period for **your** legal representative while acting as such and persons covered on the date of **your** death.

Medicare Provision

It is agreed that the benefits provided by the Federal Medicare Program will not offset or reduce any coverage provided by this policy.

Provisional Premium

The premium shown on the Policy Declarations for **Automobile Liability Insurance, Automobile Medical Payments and Uninsured Motorist Insurance** will be considered provisional and may be recomputed, if:

1. any provision of the Florida Motor Vehicle No-Fault Law exempting persons from tort liability is found to be unconstitutional, and
2. the rules, rates or premiums for the issuance of this policy are changed because of the unconstitutionality of the law.

If this policy is a continuation or renewal of **your** policy, any recomputation of **your** premium will include consideration of any returned or credited premium given in compliance with the Florida Motor Vehicle No-Fault Law.

If the final recomputed premium exceeds the premium stated on the Policy Declarations, **you** must pay the excess to **us**, including the amount of any return premium previously credited or refunded.

Payment

If **your** initial premium payment for **your** first policy period is by check, draft, electronic transaction, credit card or any remittance other than cash, such payment is conditional upon the check, draft, electronic transaction, credit card or other remittance being honored upon presentation. If such check, draft, electronic transaction, credit card or other remittance is not honored upon presentation, or is honored and later reversed or dishonored, this policy may be voided from its inception unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail.

If **we** void the policy from its inception **we** will not be liable for any claims or damages that would have otherwise been covered if the check, draft, electronic transaction, credit card or other remittance was honored upon presentation.

Communications

If **you** have indicated **your** willingness to conduct business electronically with **us**, including receiving and signing the electronic forms relating to **your** insurance and other transactions (current and future), the communications **we** may provide to **you** in electronic form include, but are not limited to, policy forms, renewal notices, informational or other notices, disclosures, and premium information.

Even when **you** and **we** have agreed that the primary method of communicating with **you** will be in electronic form, **we** may, in **our** discretion, send communications to **you** via U.S. Mail or other carrier instead of, or in addition to, providing them to **you** electronically. Electronic communications provided to **you** will have the same force and effect as if sent to **you** via U.S. Mail or other carrier with proof of mailing. Proof of electronic notification will be sufficient proof of notice for all electronic communications pertaining to this policy.

Concealment, Misrepresentation Or Fraud

We may deny any claim or **we** may void this entire policy, including any and all coverages hereunder, if:

1. whether before or after any loss, **you** or any person making a claim under this policy omit, conceal or misrepresent any material fact or circumstance relating in any way to:
 - a) this insurance policy; or
 - b) any claim made under this insurance policy; or
2. **you** omit, conceal or misrepresent any material fact or circumstance relating in any way to any application for this insurance policy.

If **we** void the policy from its inception, **we** will not be liable for any claims or damages that would have otherwise been covered if:

1. **you** did not omit, conceal or misrepresent any material fact or circumstance relating in any way to:
 - a) this insurance policy; or
 - b) any claim made under this insurance policy; or
2. **you** did not omit, conceal or misrepresent any material fact or circumstance relating in any way to any application for this insurance policy.

Provided, however, only with respect to a claim for Personal Injury Protection benefits under this policy, **we** will not deny such claim based solely upon this **Concealment, Misrepresentation Or Fraud** provision if:

1. the claimant, its successors and assigns did not omit, conceal or misrepresent any material fact or circumstance relating in any way to:
 - a) this insurance policy; or
 - b) any claim made under this insurance policy;
2. the claimant, its successors and assigns did not omit, conceal or misrepresent any material fact or circumstance relating in any way to any application for this insurance policy; and
3. this entire policy has not or is not voided pursuant to this **Concealment, Misrepresentation Or Fraud** provision.

Cancellation And Non-Renewal

During the first two months following the effective date of this policy, **you** may not cancel this policy except:

1. upon total destruction of the insured **auto**;
2. upon transfer of ownership of the insured **auto**;
3. after the purchase of another policy or binder covering the **auto** which was covered under this policy; or
4. in the event of a military assignment.

If **your** original policy has been in effect for 60 days or less, **we** may also cancel for reasons other than non-payment of premium. During the first 60 days or less, **we** may also cancel for non-payment of premium if a check, draft, electronic transaction, credit card or any remittance other than cash, is issued for the premium and that check or remittance is dishonored upon presentation, or honored and later reversed or dishonored, for any reason.

If **you** make an initial premium payment on **your** original policy that is dishonored upon presentation, or honored and later reversed or dishonored for any reason, **we** may deny any claim and **we** may void this entire policy from its inception unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail including any and all coverages hereunder. If **we** void the policy from its

inception **we** will not be liable for any claims or damages that would have otherwise been covered in the absence of the non-payment of premium.

After **your** original or renewal policy has been in effect for 60 days, **you** may cancel this policy by notifying **us** what future date **you** wish to stop coverage.

After **your** original policy has been in effect for 60 days, or if this is a renewal policy, **we** will not cancel **your** coverage during the policy period unless:

1. the premium is not paid when due;
2. there is material misrepresentation, fraud or concealment of material facts;
3. **you** or any member of **your** household has had a driver's license suspended or revoked during the policy period or 180 days immediately preceding the effective date of this policy or if this policy is a renewal, during its policy period; or
4. **we** have mailed notice within the first 60 days the original policy has been in effect that **we** do not intend to continue the policy.

We may cancel the policy for non-payment of premium when due if the reason for cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored for any reason.

After **your** original policy has been in effect for 60 days, or if this is a renewal policy, **we** will give **you** notice as follows:

1. If **we** cancel because **you** did not pay the premium, **we** will give **you** at least 10 days notice; or
2. If **we** cancel for any reason other than non-payment of premium, **we** will give **you** at least 45 days notice.

Upon expiration of the policy period, **we** may transfer the policy to another insurer under the same ownership or management as **us**. **We** will mail **you** notice at least 45 days before the end of the policy period of **our** intent to transfer the policy and of the premium and the specific reasons for any increase in the premium.

If **we** do not intend to continue the policy beyond the current premium period, **we** will give **you** notice at least 45 days before the end of the premium period.

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

1. **You** were convicted of one or more traffic violations which did not involve an 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 violations within an 18-month period;
 - b) Three or more such traffic violations within a 36-month period; or
 - c) Exceeding the lawful speed limit by more than 15 miles per hour.
2. **You** have had only one accident if **we** have insured the **auto** for a period of at least three years immediately preceding the renewal date.

We will not cancel or nonrenew this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an insured person or a household member or an insured person.

We will mail any cancellation or non-renewal notice to **you** at **your** policy address shown on the Policy Declarations. **Our** mailing the notice of cancellation or non-renewal to **you** will be deemed proof of notice. A refund, if due, will be proportional to the time **your** policy has been in effect, but cancellation will be effective even though the refund is not made immediately.

1. If **you** cancel, **we** will mail the unearned portion of any premium paid within 30 days after the effective date of cancellation or receipt of notice or request for cancellation, whichever is later.
2. If **we** cancel, **we** will mail the unearned portion of any premium paid within 15 days after the effective date of cancellation.

If **we** mail a cancellation notice after **your** policy has been in effect for 60 days, because:

1. the required premium was not paid in a timely manner, and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation; or
2. the required premium was not paid in a timely manner due to an issue with **your** electronic payment information and/or account balance, and **you** then update this information, and the transaction is not honored upon presentation;

your policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Any unearned premium under \$5.00 will be refunded only upon **your** request.

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 to **us**. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), **you** fail to either:

1. Pay the additional premium and maintain this policy in full force under its original terms; or
2. Cancel this policy and demand a refund of any unearned premium;

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

Mediation

Both **you** and **we** may request mediation of a claim for:

1. Bodily injury in the amount of \$10,000 or less under **Automobile Medical Payments, Personal Injury Protection, and Uninsured Motorists Insurance** of the policy; or
2. Property damage under **Protection Against Loss To Your Auto**;

by filing a written request with the Florida Department of Financial Services on a form which may be obtained from the Department. The request must state why mediation is being requested and the issue in dispute.

The Department of Insurance will appoint a mediator. Each party may reject one mediator. The mediator will notify the parties of the date, time, and place of the mediation conference, which will be held within 45 days of the request

for mediation. The mediation conference will be conducted informally and may be held by telephone if feasible. Participants must have authority to make a binding decision, and must mediate in good faith. Information and disclosures provided during mediation are not admissible in any subsequent action or proceeding relating to the claim. Costs of the mediation will be shared equally by each party unless the mediator determines a party has not mediated in good faith.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. 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 s. 95.11, whichever is later.

Interest

We will pay interest at an annual rate of two percent of the amount owed, unless another rate is required by statute or law for:

1. interest on judgment, decree or mandated order for payment by a court; or
2. any refund or credit for excess amounts if **we** discover that the premium **we** charged was more than **we** are allowed to by **our** filed and approved rules and rates. No interest will be payable for amounts refunded due to customer initiated policy changes.

Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within 5 years or the time limits prescribed by Florida law.

What Law Will Apply

This policy is issued in accordance with the laws of Florida and covers property or risks principally located in Florida. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Florida.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Florida, claims or disputes regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, covered motor vehicle accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Florida, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Florida, lawsuits regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the appropriate court where that covered loss to property, covered motor vehicle accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Part 1

Automobile Liability Insurance

Bodily Injury Liability—Coverage AA

Property Damage Liability—Coverage BB

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage**, **we** will pay damages which an **insured person** is legally obligated to pay because of:

1. **bodily injury** sustained by any person, and
2. **property damage**.

Under these coverages, **your** policy protects an **insured person** from liability for damages arising out of the ownership, maintenance, or use, loading or unloading, of an **insured auto**.

We will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability coverage or Property Damage Liability coverage. **We** will not pay any attorney's fees or litigation expenses awarded as a result of a punitive or exemplary damage award against the insured, or as a result of fines or penalties imposed on the insured.

We will defend an **insured person** sued as a result of a covered accident involving an **insured auto**. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an **insured person** sued for damages which are not covered by this policy.

Our Right To Appeal

If an **insured person** or any other insurer elects not to appeal a judgment, **we** may do so. **We** will pay reasonable costs and interest incidental to the appeal.

We will not be liable for more than the limit shown on **your** Policy Declarations plus the reasonable costs and interest incidental to the appeal.

Additional Payments We Will Make

When **we** defend an **insured person** under this Part 1, **we** will pay:

1. up to \$100 a day for the loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a suit related to a loss covered under **Automobile Liability Insurance—Bodily Injury and Property Damage**. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.

3. interest accruing on a judgment entered against **you**, but only on that part of a judgment entered against **you**, which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. Interest will be paid only on that part of a judgment entered against **you** which does not exceed **our** limits of liability. This means that under no circumstances will **we** pay interest on that part of a judgment entered against **you** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will reimburse an **insured person** for:

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the **insured auto**. Payment won't exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond.
2. reasonable expenses incurred by an **insured person** for first aid to other persons at the time of a motor vehicle accident involving the **insured auto**.

Additional Definitions For Part 1

1. **Bodily injury** means bodily harm, sickness, disease or death but does not include:
 - a) any venereal disease;
 - b) herpes;
 or any resulting symptom, effect, condition, disease, or illness related to a. or b. listed above unless there is a causal connection or relation between an accident arising from the ownership, maintenance or use of a motor vehicle and the transmission of the venereal disease or herpes.
2. **Insured Auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Automobile Liability Insurance—Bodily Injury and Property Damage**. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**;
 - d) a **non-owned auto**; or
 - e) a **trailer** or **travel-trailer**.
3. **Insured Person** means:
 - a) While using **your insured auto** other than a **non-owned auto**:
 - 1) **you**;
 - 2) any **resident**; and
 - 3) any other person using it with **your** permission.
 - b) While using a **non-owned auto**:
 - 1) **you**; and
 - 2) any **resident** relative.

- c) Any other person or organization liable for the **insured auto** if the **auto** is not owned or hired by that **insured person** under 3 a) or b) above and then only for that person's acts or omissions.
4. **Non-owned Auto** means an **auto** used by **you** or a **resident** relative with the owner's permission but which is not:
 - a) owned by **you** or a **resident** relative; or
 - b) available or furnished for the regular use of **you** or a **resident** relative, except for a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.

However, an **auto** owned by, or available or furnished for the regular use of, a **resident** relative shall be considered a **non-owned auto** with respect to:

- a) **you**, provided it is not owned by **you** or available or furnished for **your** regular use; and
- b) any **resident** relative who does not own the **auto** and for which the **auto** is not available or furnished for that person's regular use, provided the **auto** is not owned by **you** or available or furnished for **your** regular use.
5. **Property damage** means damage to or destruction of property, including loss of use.

Exclusions—What Is Not Covered

We will not pay for any damages an **insured person** is legally obligated to pay because of:

1. **bodily injury** or **property damage** resulting from the ownership, maintenance or use, loading or unloading of the **insured auto** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or **property damage**.
2. **bodily injury** or **property damage** arising out of the use of:
 - a) an **insured auto** while used to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or
 - b) any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. **bodily injury** or **property damage** arising out of the use of **your insured auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.

This exclusion does not apply to:

- a) an **insured auto** being operated by an **insured person**; or
- b) any amount up to the minimum limits of liability coverage required by Florida law.

4. **bodily injury or property damage** arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles. However, this exclusion does not apply to **you, resident** relatives, partners or employees of the partnership of which **you** or a **resident** relative are a partner, when using **your insured auto**.
5. **bodily injury or property damage** arising out of the use of a **non-owned auto** in any business or occupation of an **insured person**. However, this exclusion does not apply:
 - a. while **you, your** chauffeur or domestic employee are using a private passenger **auto, trailer or travel-trailer**; or
 - b. to **your** non-business related, personal use of a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.
6. **bodily injury or property damage** arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
7. **bodily injury** to an employee of that **insured person** arising out of or in the course of employment. This exclusion does not apply to a domestic employee of that **insured person** who is not required to be covered by a workers' compensation law or similar law.
8. **bodily injury** to a co worker injured in the course of employment. This exclusion does not apply to **you**.
9. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. An **auto** operated by an **insured person** is considered to be property in charge of an **insured person**. This exclusion does not apply to a private residence or a garage rented by that person.
10. **bodily injury or property damage** caused by the:
 - a) intentional acts;
 - b) criminal acts, other than traffic violations; or
 - c) omissions;
 of an **insured person**, or done at the direction of an **insured person** which are designed to produce loss or damage.

This exclusion applies even if:

- a) such **insured person** lacks the mental capacity to control or govern that person's conduct;
- b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern that person's conduct or is temporarily unable to form any intent to cause **bodily injury or property damage**;
- c) such **bodily injury or property damage** is of a different kind or degree than intended; or
- d) such **bodily injury or property damage** is sustained by a different person than intended.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime. The application of this

exclusion will not be based solely on an arrest or the issuance of a citation.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

11. **bodily injury or property damage** which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
12. **bodily injury or property damage** arising out of the **insured person's** active participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.
13. **bodily injury or property damage** arising out of the use of a **trailer or travel-trailer** that is not attached to an **auto** which is an **insured auto**. However, this exclusion does not apply if the **trailer or travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.
14. any liability an **insured person** assumes arising out of any contract or agreement, other than a rental or leasing agreement.
15. **bodily injury or property damage** arising out of the use of a **trailer or travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.
16. **bodily injury to you** or any **resident of your** household related to **you** by blood, marriage, or adoption.
17. **bodily injury or property damage** arising out of the use of a **non-owned auto** being driven by someone other than **you** or a **resident** relative.

Financial Responsibility

When this policy is certified as proof under a motor vehicle financial responsibility law, the insurance under this part of the policy will comply with the provisions of that law. This liability coverage will comply to the extent of liability coverage and limits required by the law.

Limit Of Liability

The limits shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage** are the maximum **we** will pay for any single accident involving an **insured auto**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for **bodily injury**. For **property damage**, the limit stated for each accident is **our** total limit of liability for **property damage** sustained in any single accident involving an **insured auto**.

The limits shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage** may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF **AUTOMOBILE LIABILITY INSURANCE BODILY INJURY AND PROPERTY DAMAGE** WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limit shown on the Policy Declarations for any one **auto** will apply.

An **auto** and attached **trailer** or **travel-trailer** are considered one vehicle. Also, an **auto** and a mounted camper unit, topper, cap, or canopy are considered one vehicle.

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your insured auto**, **we** will bear **our** proportionate share with other collectible liability insurance.

If an **insured person** is using a **substitute auto** or **non-owned auto**, **our** liability insurance will be excess over other collectible insurance. This includes, but is not limited to, any collectible liability insurance covering a law enforcement, fire fighting or emergency medical **auto** provided for **your** regular use by a federal, state or municipal governmental body or entity.

Other collectible insurance and other collectible liability insurance includes any form of self-insurance.

Assistance And Cooperation:

Additional Duties

We will require **you** and any **insured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements, securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **insured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The **insured person** submitting to the examination under oath may be represented by counsel at their own expense. If **you** or any **insured person** making a claim does not comply with the terms of this provision **we** are not required to pay any benefits under this coverage.

We will not be obligated by an **insured person** voluntarily making any payments or taking other actions except as specified in this policy.

Action Against Us

No **insured person** may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Automobile Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced within 5 years or the time limits prescribed by Florida law.

If the **insured person** is subjected to claims arising out of the same accident by more than one person claiming **bodily injury** or **property damage**, the time for the **insured person** to bring an action against **us** shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the **insured person**.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person** may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an **insured person**.

Bankruptcy Or Insolvency

The bankruptcy or insolvency of an **insured person** or that person's estate will not relieve **us** of any obligation under this Part 1 of the policy.

Additional Interested Parties

If one or more additional interested parties are listed on the Policy Declarations, the Automobile Liability Insurance coverages of this policy will apply to those parties as insureds.

We will mail or deliver at least 10 days' notice to an additional interested party if **we** cancel or make any changes to this policy which adversely affect that party's interest. **Our** notice will be considered properly given if mailed to the last known address of the additional interested party or if delivered electronically to such party.

The naming of an additional interested party does not increase that party's right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

Part 2

Automobile Medical Payments Coverage CC

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Medical Payments**, **we** will pay to or on behalf of an **insured person** for **medically necessary** treatment actually provided to the **insured person** within three years of a covered **auto** accident because of **bodily injury**. Payments will be made only: when **bodily injury** is caused by a **motor vehicle** accident; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are **medically necessary**; only if the **insured person** receives initial services and

care within 14 days after the **motor vehicle** accident. The methodology for determining the amount **we** will pay for such expenses shall be pursuant to the fee schedule limitations under Section 627.736(5)(a)1. of the Florida Statutes, or any other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, and shall be limited to the following schedule of maximum charges (or any other fee schedule limitation which may be enacted, amended or otherwise continued in the law):

1. for emergency transport and treatment by providers licensed under chapter 401 of the Florida Statutes, 200 percent of Medicare;
2. for emergency services and care provided by a hospital licensed under chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges;
3. for emergency services and care as defined by Section 395.002 of the Florida Statutes, 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; and
6. for all other medical services, supplies and care, 200 percent of the allowable amount under:
 - a) the participating physicians fee schedule of Medicare Part B, except as provided in subparagraphs b. and c. below.
 - b) Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
 - c) the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

If a provider submits a charge for an amount less than the amount determined by the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above, **we** will pay based on the amount of the charge that was submitted.

However, if such services, supplies or care is not reimbursable under Medicare Part B, as provided above, **we** will limit reimbursement to the maximum reimbursable allowance under workers' compensation, as determined under Section 440.13 of the Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies or care is provided. Services, supplies or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in

which the services, supplies or care is rendered and for the area in which such services, supplies or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this subparagraph, the term "service year" means the period from March 1 through the end of February of the following year.

Notwithstanding the foregoing, where:

1. a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above; and
2. **we** contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts;

then **we** will pay that provider's bills at the contractually agreed rate.

Automobile Medical Payments provides reimbursement only for initial services and care:

1. that are lawfully provided, supervised, ordered or prescribed by a physician licensed under Florida Statutes chapter 458 or 459, a dentist licensed under Florida Statutes chapter 466 or a chiropractic physician licensed under Florida Statutes chapter 460; or
2. that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
3. provided by a person or entity licensed under part III of Florida Statutes chapter 401 which provides emergency transportation and treatment.

Upon referral from a provider described above, follow up services and care consistent with the underlying medical diagnosis rendered pursuant to the above which may be provided, supervised, ordered or prescribed only by a physician licensed under Florida Statutes chapter 458 or 459, a chiropractic physician licensed under Florida Statutes chapter 460, a dentist licensed under Florida Statutes 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 Florida Statutes chapter 458 or 459, or an advanced registered nurse practitioner licensed under Florida Statutes chapter 464.

Follow up services and care may also be provided by any of the following:

1. a hospital or ambulatory surgical center licensed under Florida Statutes chapter 395;
2. an entity wholly owned by one or more physicians licensed under Florida Statutes chapter 458 or 459, chiropractic physicians licensed under Florida Statutes chapter 460, or dentists licensed under Florida Statutes

- chapter 466; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
 4. a physical therapist licensed under Florida Statutes chapter 486, but only upon referral from:
 - a) a physician licensed under Florida Statutes chapter 458 or 459;
 - b) a dentist licensed under Florida Statutes chapter 466;
 - c) a chiropractic physician licensed under Florida Statutes chapter 460;
 - d) a physician assistant licensed under Florida Statutes chapter 458 or 459, to the extent permitted by law and under the supervision of a provider listed in 4.a., 4.b. or 4.c. above; or
 - e) an advanced registered nurse practitioner licensed under Florida Statutes chapter 464, to the extent permitted by law and under the supervision of a provider listed in 4.a., 4.b. or 4.c. above; or
 5. a health care clinic licensed under part X of Florida Statutes chapter 400 which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:
 - a) has a medical director licensed under Florida Statutes chapter 458, 459 or 460;
 - b) 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
 - c) provides at least four of the following medical specialties:
 - i) general medicine;
 - ii) radiography;
 - iii) orthopedic medicine;
 - iv) physical medicine;
 - v) physical therapy;
 - vi) physical rehabilitation;
 - vii) prescribing or dispensing outpatient prescription medication; or
 - viii) laboratory services.
- However, the licensing requirement under this subparagraph 5 does not apply to:
- a) an entity wholly owned by a physician licensed under chapter 458 or chapter 459, or by the physician and the spouse, parent, child, or sibling of the physician;
 - b) an entity wholly owned by a dentist licensed under chapter 466, or by the dentist and the spouse, parent, child, or sibling of the dentist;
 - c) an entity wholly owned by a chiropractic physician licensed under chapter 460, or by the chiropractic physician and the spouse, parent, child, or sibling of the chiropractic physician;
 - d) a hospital or ambulatory surgical center licensed under chapter 395;
 - e) an entity that wholly owns or is wholly owned, directly or indirectly, by a hospital or hospitals licensed under chapter 395;
 - f) an entity that is a clinical facility affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows; or
 - g) an entity that is certified under 42 C.F.R. part 485, subpart H.
- In addition, funeral expenses are covered if a **motor vehicle** accident results in death of an **insured person** and:
1. the Policy Declarations indicates **your** policy includes **Automobile Death Indemnity Insurance**, but no benefit is payable for death of that person under **Automobile Death Indemnity Insurance**; or
 2. the Policy Declarations does not indicate **your** policy includes **Automobile Death Indemnity Insurance**.
- Automobile Medical Payments** do not include massage as defined in s. 480.033 of the Florida Statutes or acupuncture as defined in s. 457.102 of the Florida Statutes, regardless of the person, entity or licensee providing the massage or acupuncture. Licensed massage therapists or licensed acupuncturists will not be reimbursed for medical payments.
- We** will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the **insured person** to recover for services billed and not paid, **we** will defend and, if necessary, indemnify the **insured person** up to the policy limits.
- Notwithstanding the above limitation, **we** will pay:
1. expenses not paid under **Personal Injury Protection Coverage** of the policy because of the eighty percent limitation for medical expense benefits;
 2. expenses not paid under **Personal Injury Protection Coverage** of the policy or under any no-fault benefits in any other auto policy because all available medical expense benefits have been exhausted; or
 3. expenses for **bodily injury** sustained outside the state of Florida through being struck while in, on, getting into or out of a **motor vehicle**, or was a pedestrian struck by a **motor vehicle**.
- There is no coverage under **Automobile Medical Payments** for mileage costs for use of a personal vehicle.
- Additional Definitions For Part 2**
1. **Bodily injury** means bodily harm, sickness, disease or death.
 2. **Insured Person(s)** means **you** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, an **auto**, **trailer**, or **travel-trailer**, or when struck as a pedestrian by a **motor vehicle**, **trailer**, or **travel-trailer**. The use of a **non-owned auto** must be with the owner's permission.

3. **Medically Necessary** means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
- in accordance with generally accepted standards of medical practice;
 - clinically appropriate in terms of type, frequency, extent, site, and duration; and
 - not primarily for the convenience of the patient, physician, or other health care provider.
4. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury**:

- caused by the:
 - intentional acts;
 - criminal acts, other than traffic violations; or
 - omissions;
 of an **insured person**, or done at the direction of an **insured person** which are designed to produce loss or damage.

This exclusion applies even if:

 - an **insured person** lacks the mental capacity to control or govern that person's own conduct;
 - an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern that person's conduct or is temporarily unable to form any intent to cause **bodily injury**;
 - such **bodily injury** is of a different kind or degree than intended; or
 - such **bodily injury** is sustained by a different person than intended.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.
- to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, an **auto** owned by **you** or a **resident** relative, or an **auto** available or furnished for the regular use of **you** or a **resident** relative, which is not insured for this coverage.
- to **you** or a **resident** relative while in, on, getting into or out of, getting on or off of, or struck as a pedestrian by:
 - a vehicle operated on rails or crawler treads; or
 - a vehicle or other equipment designed for use off public roads, while not on public roads.
- to any person arising out of the use of:
 - an insured **auto** while used by an **insured person** to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or

- any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

- to any person arising out of the use of **your** insured **auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.

This exclusion does not apply to an insured **auto** being operated by an **insured person**.

- to any person arising out of the ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
- to any person, other than **you** or a **resident** relative, while using a **non-owned auto**:
 - in **motor vehicle** business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of **motor vehicles**; or
 - in any other business or occupation. This item b) does not apply to **you** or **your** private chauffeur or domestic servant while using an insured **auto**.
- resulting from:
 - war, whether declared or undeclared;
 - warlike acts;
 - invasion;
 - insurrection;
 - rebellion;
 - revolution;
 - civil war;
 - usurped power;
 - destruction for a military purpose; or
 - action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
- to any person arising out of the **insured person's** active participation in any prearranged, organized, or spontaneous:
 - racing contest;
 - speed contest; or
 - use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.
- to any person or dependent of a person to the extent that such person or dependent has received benefits for the same cause of loss provided by the U.S. government under a contract of employment including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expenses on behalf of an **insured person** through a facility of the uniformed services.

11. to any person while in, on, getting into or out of, or getting on or off of, a **trailer or travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.
12. to any person while in, on, getting into or out of, or getting on or off of, a **trailer or travel-trailer** that is not attached to an **auto**. However, this exclusion does not apply if the **trailer or travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.
13. To any person while in, on, getting into or out of a **motor vehicle** other than an **auto**.

Limit Of Liability

The limit shown on the Policy Declarations for **Automobile Medical Payments** is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **motor vehicle** accident.

The limit shown on the Policy Declarations for **Automobile Medical Payments** may not be added to the limit(s) for similar coverage applying to other **motor vehicles** to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF **AUTOMOBILE MEDICAL PAYMENTS** WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

Any amounts payable under this coverage shall be subject to the fee schedule reimbursement limitations set forth in the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest **Automobile Medical Payments** limit shown on the Policy Declarations for any one **auto** will apply.

If an **insured person** dies as the result of a covered **motor vehicle** accident and funeral expenses for that **insured person** are covered under **Automobile Medical Payments**, **we** will pay the least of the following as a funeral expenses benefit:

1. \$2,000;
2. the **Automobile Medical Payments** limit stated on the Policy Declarations; or
3. the remaining portion of the **Automobile Medical Payments** limit not expended for other covered medical expenses.

This funeral expenses benefit does not increase, and will not be paid in addition to, the limit shown on the Policy Declarations for **Automobile Medical Payments**. This benefit is payable to the deceased **insured person's** spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent

who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased **insured person's** estate. This benefit is in addition to any Death Benefits paid under **Personal Injury Protection** due to the **insured person's** death.

Non-Duplication

There will be no duplication of payments made under the **Automobile Medical Payments** coverage of this policy and any other coverage of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any amount payable for **bodily injury** to an **insured person** under any other coverages of this policy will be reduced by that amount.

In addition, this coverage does not apply to **bodily injury** to any person to the extent that treatment is provided or benefits are paid or payable to or on behalf of an **insured person** under:

1. any workers' compensation law;
2. **Personal Injury Protection** of the policy; or
3. no-fault benefits in any other auto policy.

In the event any benefits are paid to the **insured person** under the Medicaid program **we** will repay the full amount to Medicaid within 30 days after receiving notice that Medicaid paid the benefits.

Assistance And Cooperation: Additional Duties

We will require **you** and any **insured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements, securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **insured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The person submitting to the examination under oath may be represented by counsel at their own expense. If **you** or any **insured person** making a claim does not comply with the terms of this provision **we** are not required to pay any benefits under this coverage.

We will not be obligated by **you** voluntarily making any payments or taking other actions except as specified in this policy.

Proof Of Claim; Medical Reports

As soon as possible, **you** or any other person making claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

If the mental or physical condition of an **insured person** is material to any claim under this coverage, that person may be required to submit to mental or physical examinations by physicians **we** choose, as often as **we** reasonably require. The person making the claim or that person's representative must authorize **us** to obtain medical reports and copies of medical and other records related to the claim. If an **insured person** unreasonably refuses to

submit to an examination or fails to appear at an examination, **we** are not required to pay any subsequent **Automobile Medical Payments** benefits. **We** will pay the expense of any examinations **we** request.

Such examination shall be conducted within the municipality of residence of the **insured person** or in the municipality where the **insured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the **insured person's** residence.

The **insured person** must provide any information **we** request to support compliance with Medicare or other governmental reporting requirements or other medical coverage reporting requirements.

Unreasonable Or Unnecessary Medical Expenses

If the **insured person** incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them.

We will pay the reasonable portion of such expenses, up to the limit shown on the Policy Declarations for **Automobile Medical Payments**.

If the **insured person** is sued by a medical services provider because **we** refuse to pay medical expenses which **we** deem to be unreasonable or unnecessary, **we** will pay resulting defense costs, and pay any resulting judgment against the **insured person**, up to the limit shown on the Policy Declarations for **Automobile Medical Payments**. **We** will choose the counsel. The **insured person** must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask the **insured person** to attend hearings or trials, **we** will pay up to \$100 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

If There Is Other Insurance

When this coverage applies to a **substitute auto or non-owned auto**, **we** will pay only after all other collectible **auto** medical insurance has been exhausted. When this coverage applies to a **replacement auto or additional auto**, this policy will not apply if **you** have other collectible **auto** medical insurance.

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2—Automobile Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within 5 years or the time limits prescribed by Florida law.

Part 3

Protection Against Loss To The Auto

Other information applicable to all these coverages appears after all the coverage descriptions.

Auto Collision Insurance

Coverage DD

If a premium for **Auto Collision Insurance** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to:

1. that **auto**, or its **replacement auto**;
2. that **trailer or travel-trailer**;
3. an **additional auto**;
4. a **substitute auto**;
5. a **non-owned auto**; or
6. a **trailer or travel-trailer** that is not described on the Policy Declarations while it is attached to an **insured auto**;

from a collision with another object or by upset of such **auto, trailer or travel-trailer**.

Collision Coverage For Custom Equipment

Coverage CD

If a premium for **Collision Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Collision Insurance** loss to **custom parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

Auto Comprehensive Insurance

Coverage HH

If a premium for **Auto Comprehensive Insurance** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss not caused by collision, to:

1. that **auto**, or its **replacement auto**;
2. that **trailer or travel-trailer**;
3. an **additional auto**;
4. a **substitute auto**;
5. a **non-owned auto**; or
6. a **trailer or travel-trailer** that is not described on the Policy Declarations while it is attached to an **insured auto**.

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

The deductible amount will not be subtracted from the loss payment for loss to the windshield of an **insured auto**.

Comprehensive Coverage For Custom Equipment

Coverage CH

If a premium for **Comprehensive Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Comprehensive Insurance** loss to **custom**

parts or equipment installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

Contents Coverage

Coverage HC

If a limit for **Contents Coverage** is shown for a **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss caused by Fire or Lightning to the following property, provided the property is contained in, attached to, or being used in connection with the **travel-trailer** for which **Contents Coverage** is purchased:

1. Radio and television antennas, awnings, cabanas or equipment designed to create additional living facilities while the **travel-trailer** is off public roads.
2. Household furniture or other personal property belonging to **you** or a **resident** relative.

This coverage does not apply to:

1. Property permanently attached to the **travel-trailer**.
2. Articles carried or held as samples or for sale, storage or repair, or for delivery.
3. Merchandise kept for exhibition or sale; or theatrical wardrobes.
4. Business or office furniture or appliances.
5. Records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, revenue or other stamps in current use, manuscripts, art objects and animals.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

Auto Fire, Lightning, Transportation And Theft Insurance-Coverage HG

If a premium for **Auto Fire, Lightning, Transportation And Theft Insurance** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to:

1. that **auto**, or its **replacement auto**;
2. that **trailer or travel-trailer**;
3. an **additional auto**;
4. a **substitute auto**;
5. a **non-owned auto**; or
6. a **trailer or travel trailer** that is not described on the Policy Declarations while it is attached to an **insured auto**;

due to:

1. fire or lightning.
2. smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **auto** is located.
3. stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **auto** is being transported on land or on water.
4. theft or larceny.

Roadside Coverage

Coverage JJ

If a premium for **Roadside Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement of that **auto** (or its **replacement auto**) or a **non-owned auto**. **We** will not pay for supplies or parts required by the disablement.

The total limit of **our** liability for towing and labor arising out of a single disablement is stated on the Policy Declarations.

We will not pay for:

1. labor not related to the disablement, including installation of products or material not related to the disablement; or
2. labor or repair work performed at a service station, garage, or repair shop.

Transportation Expense Coverage

Coverage UU

If a premium for **Transportation Expense Coverage** is shown for an **auto** described on the Policy Declarations, and **you** have a covered loss under **Auto Collision Insurance** or **Auto Comprehensive Insurance** that involves that **auto** (or its **replacement auto**), **we** will:

1. reimburse **you** for **your** cost of renting an **auto** from a rental agency or garage; and
2. pay for reasonable alternate transportation expenses **you** have either incurred, or **you** and **we** agree **you** will incur;

while **your insured auto** is disabled or being repaired. **You** agree to retain receipts for any expenses **you** incur and promptly provide them to **us** at **our** request.

If **your insured auto** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If **your** entire **insured auto** is stolen, coverage begins the day **you** report the theft to **us**. If **your insured auto** is drivable, coverage starts the day the **auto** is left at the repair facility for repairs, provided the necessary parts are available and the repair facility is ready to start the repairs at the time the **auto** is left at the facility.

Coverage ends when whichever of the following occurs first:

1. completion of the repairs to **your insured auto**;
2. if **your insured auto** is stolen, seven calendar days after payment is made. However, if **your stolen auto** is recovered, coverage will end as soon as **your auto** is returned to use; or
3. if **your insured auto** is deemed by **us** to be a total loss, seven calendar days after payment is made.

The limit of **our** liability for **Transportation Expense Coverage** is shown on the Policy Declarations. In no event will the amount **we** pay for expenses incurred (or to be incurred) on a given day exceed the per day amount shown on the Policy Declarations, and in no event will **we** pay for expenses incurred (or to be incurred) for more days than the number of days shown on the Policy

Declarations. **We** will not pay charges incurred in connection with a rented **auto** other than the daily rental rate.

Transportation Expense Coverage does not apply to a collision or comprehensive loss disabling a **trailer** or a **travel-trailer** but not an **insured auto**.

Sound System Coverage Coverage ZA

If a premium for **Sound System Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to a **sound system** installed in or on that **auto** (or its **replacement auto**).

Sound System Coverage applies only if:

1. the **sound system** is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. physical damage is done to both the **sound system** and the **auto** caused by earthquake, explosion, falling objects, fire, lightning, flood, vandalism or malicious mischief, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

The limit of **our** liability for this coverage is shown on the Policy Declarations.

Portable Electronics And Media Coverage Coverage ZZ

If a premium for **Portable Electronics And Media Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to personal electronic devices or recording media that is:

1. in or on that **auto** (or its **replacement auto**) at the time of the loss; and
2. owned by **you** or a **resident** relative.

Portable Electronics And Media Coverage applies only if:

1. the property described in this coverage is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. physical damage is done to both the **auto** and to the property described in this coverage caused by earthquake, explosion, falling objects, fire, lightning, flood, vandalism or malicious mischief, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

For purposes of this coverage only, personal electronic devices are personal devices not installed in or on **your insured auto** by bolts, brackets, or other similar means, which are designed for:

1. voice, video or data transmission, or for voice, video or data reception;
2. recording or playing back recorded material; or
3. supplying power to cellular or similar telephone equipment.

Recording media includes, but is not limited to, portable hard drives, solid-state drives, flash drives, compact discs, tapes, and similar items.

This coverage will not apply to any personal property specifically described, and insured or otherwise protected for the loss, by any other insurance or by a service contract. This coverage will not apply to property that would be covered under **Sound System Coverage** if purchased.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

Additional Payments We Will Make Under Part 3

1. **We** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your insured auto**. This is the maximum **we** will pay, regardless of the number of vehicles insured or items damaged or lost. This item 1 does not apply if the **insured auto** is a **travel trailer**.

This coverage applies only when:

- a) the loss is caused by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**; or
 - b) the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
 - c) physical damage is done to both the **auto** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning or flood, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
2. **We** will pay general average and salvage charges imposed when **your insured auto, trailer** or **travel-trailer** is being transported if **your** policy includes **Auto Collision Insurance** or **Auto Comprehensive Insurance** that applies to the loss to that **auto, trailer** or **travel-trailer**.
 3. **We** will pay up to \$500 to re-key **your insured auto** and to have any reprogramming associated with the new keys performed, if the entire **auto** is stolen and later recovered and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
 4. **We** will pay to replace a child passenger restraint system if it is:
 - a) in use at the time of a covered **Auto Collision Insurance** loss involving **your insured auto**;
 - b) damaged in a loss caused by collision of **your insured auto** with another object or by upset of **your insured auto** and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
 - c) in **your insured auto** when the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**. This applies even if the child restraint system is subsequently returned; or
 - d) damaged in a loss involving **your insured auto** not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

Additional Definitions For Part 3

1. **Camper Unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of that unit. A camper unit does not include:
 - a) caps, tops, or canopies designed for use as protection of the cargo area of an **auto** of the pick-up body type; or
 - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off highway living facilities.
2. **Custom Parts or Equipment** means equipment, devices, accessories, enhancements, and changes, permanently installed in or on an **insured auto**, other than those offered by the manufacturer of the **auto** specifically for that model or installed by the **auto** dealership when new as part of the original sale, which alter the appearance or performance of an **auto**. This does not include items designed for assisting disabled persons or items covered under **Sound System Coverage**.
3. **Insured Auto** means an **auto you** own which is described on the Policy Declarations. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**; or
 - d) a **non-owned auto**; or
 - e) a **trailer** or **travel-trailer** that is not described on the Policy Declarations, while it is attached to an **auto you** own which is described on the Policy Declarations or to an **auto** described in a) through d) above.
4. **Insured Person** means:
 - a) While using **your insured auto** other than a **non-owned auto**:
 - (1) **you**;
 - (2) any **resident**; and
 - (3) any other person using it with **your** permission.
 - b) While using a **non-owned auto**:
 - (1) **you**; and
 - (2) any **resident** relative.
5. **Sound System** means any device permanently installed inside **your insured auto** by bolts, brackets, or other similar means, designed for:
 - a) voice, video or data transmission, or for voice, video or data reception;
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment;
 and which is installed in a location other than the one designed by the **auto's** manufacturer for that type of device.

A **sound system** also includes antennas or other apparatus in or on **your insured auto** used specifically with a device described in the previous paragraph, if permanently installed. A **sound system** does not include any equipment that is externally exposed except for antennas.

Exclusions—What Is Not Covered

We will not cover:

1. loss caused by the:
 - a) intentional acts;
 - b) criminal acts, other than traffic violations; or
 - c) omissions;
 of an **insured person**, or done at the direction of an **insured person** which are designed to produce loss or damage.

This exclusion applies even if:

- a) an **insured person** lacks the mental capacity to control or govern that person's own conduct;
- b) an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern that person's conduct or is temporarily unable to form any intent to cause property damage;
- c) such loss is of a different kind or degree than intended; or
- d) such loss is sustained by a different person than intended.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. loss arising out of the use of:
 - a) an **insured auto** while used to carry people, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally; or
 - b) any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. loss to any **non-owned auto** arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles.
4. loss resulting from:
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

5. loss resulting from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these.
6. loss caused by and confined to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown; or
 - d) mold, fungus, or bacteria.

This exclusion does not apply to:

- a) mechanical or electrical breakdown resulting from a loss otherwise covered under **Auto Comprehensive Insurance** or **Auto Collision Insurance**; or
 - b) covered loss that results from burning of wiring used to connect electrical components.
7. loss to tires unless stolen or damaged by fire, malicious mischief or vandalism. This exclusion does not apply if the damage to tires occurs at the same time and from the same cause as other covered loss to the **insured auto**.
 8. loss to any **sound system** in or on an **insured auto**.

This exclusion will not apply when **you** have purchased **Sound System Coverage** and the loss to the **sound system** is covered under that coverage.

9. loss to any personal electronic devices or recording media. This exclusion will not apply if **you** have purchased **Portable Electronics And Media Coverage** and the loss to the personal electronic devices or recording media is covered under that coverage.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories contained in, attached to, or being used in connection with a **travel-trailer**, that are not built into or forming a permanent part of that **travel-trailer**, including but not limited to, radio and television antennas, awnings, cabanas, or equipment designed to create additional living facilities.

This exclusion will not apply to property contained in, attached to, or being used in connection with an insured **travel-trailer** if **Contents Coverage** is listed on **your** Policy Declarations for that **travel-trailer** and the property is covered under that coverage.

12. loss arising while **your insured auto, trailer, or travel trailer** is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.
13. loss arising out of an **insured person's** active participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or use in practice or preparation for any contest of this type.

14. loss due to seizure, confiscation or taking away by any means, with or without **your** cooperation, of any **auto** by any police or governmental agency, body, or authority, for any reason whatsoever. This exclusion applies whether or not **you** are or were a bona fide purchaser in good faith of the **auto**.
15. loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement.
16. loss to home, office, store, display, or passenger **trailers** or **travel trailers**. This exclusion will not apply if **Auto Collision Insurance** or **Auto Comprehensive Insurance** is listed on the Policy Declarations for the **trailer** or **travel-trailer** and the loss is covered under the listed coverage.
17. loss to any device that is designed for the detection of radar or laser and can be used to evade law enforcement.
18. loss to any **custom parts or equipment** designed for racing which are installed in or on **your insured auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.
19. loss arising from a collision of **your auto, or your trailer or travel-trailer**, with another object or by upset of that **auto, trailer or travel-trailer** if, at the time of the loss, the **auto** was being operated by a licensed driver who was not listed on **your** Policy Declarations as a driver and who was either:
 - a) a **resident**; or
 - b) a guest temporarily staying in **your** home.

We will not apply this exclusion under the following circumstances:

- a) The driver operating the **auto** became a **resident**, a guest temporarily staying in **your** home, or a licensed driver no more than 185 days prior to the loss;
- b) At the time of the loss, the driver was listed as an insured or licensed operator under another policy of insurance that provides automobile liability insurance coverage for their use of **your auto**;
- c) At the time of the loss, the driver was operating the **auto**:
 - i) for the purpose of obtaining emergency medical treatment for a passenger in the **auto**; or
 - ii) because of the intoxicated condition of all other licensed drivers in the **auto**, and the driver was not legally intoxicated. Coverage will not apply unless a police accident report is obtained at the scene of the accident or, if a police accident report is not available at the scene of the accident, as soon as possible thereafter.

Our Options In The Event of Loss

We may pay for the loss in money, or may repair or replace the damaged or stolen property at **our** option. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part

of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

In the event of a total loss, **we** will, at **our** option, defer the payment of any sales tax until the obligation has actually incurred.

Right To Appraisal

In the event of a loss covered under **Protection Against Loss To The Auto** in this policy, both **you** and **we** have a right to demand an appraisal of the loss. Each party will appoint and disclose to the other party a competent and disinterested appraiser within 20 days after **you** or **we** demand an appraisal. Each appraiser will state separately the actual cash value and the amount of loss, as appropriate. If they disagree, they will submit their differences to a competent and disinterested umpire selected by the appraisers. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can petition a court in the state where the **auto** is garaged to select an umpire as soon as reasonably possible. A written decision by any two of these three persons will determine the amount of the loss. The amount of loss determined under this provision will be binding on **you** and **us**.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

Assignment Of Claim Rights And Obligations

In the event of a loss covered under Part 3 of this policy, **you** may assign to another party **your** right to receive claim proceeds that are otherwise payable to **you** under Part 3 of this policy. **You** may also assign **your** right to receive any supplemental claim proceeds **we** agree to pay. Except as provided in this provision, **you** may not assign to any other party any pre-loss rights or obligations under this policy related to a claim, or part of a claim, made or to be made under Part 3 of this policy.

Any assignment **you** make must be in writing and, at **our** request, **you** must provide **us** a copy of the assignment.

Limit Of Liability

Our limit of liability is the least of:

1. the actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. the reasonable and necessary cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation;
3. the limit of liability shown on the Policy Declarations applicable to the damaged property. If the amount of the covered loss to the damaged property plus the cost of towing and storage for the damaged property exceeds the limit of liability shown on the Policy Declarations, **we** will pay up to an additional 5% of the limit shown for such towing and storage;
4. \$500, if the loss is to a covered **trailer** or **travel-trailer** not described on the Policy Declarations; or

5. for loss to **custom parts or equipment**, the higher of \$1,000 or the applicable limit shown on the Policy Declarations for **Collision Coverage for Custom Equipment** or **Comprehensive Coverage for Custom Equipment**.
6. for losses involving only glass breakage or damage, the limit shown in the Florida Glass Schedule Endorsement, unless otherwise agreed to by **us** and **your** shop of choice. This includes use of parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulation. At **your** request, **we** will identify a glass repair facility that will perform the repairs at the price shown on the schedule.

Any applicable deductible amount is then subtracted. However:

1. If more than one **auto** **you** own and insure under this policy is damaged in a single collision covered under **Auto Collision Insurance** or by a single covered event covered under **Auto Comprehensive Insurance**, only the highest of the applicable **auto** deductibles (without consideration of any applicable deductible rewards) will be applied.
2. If an **insured person** using an **insured auto**, or a passenger in an **insured auto** with **your** permission, dies as a direct result of a collision covered under the **Auto Collision Insurance** of this policy, the deductible will not be applied to that accident. If such death occurs after the deductible has already been applied, **you** will be reimbursed for the deductible amount incurred.

If **we**, at **our** option, elect to pay for the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An **auto** and attached **trailer** or **travel-trailer** are considered separate items, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, separate deductibles will apply to the **auto** and **camper unit**.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, **Sound System Coverage**, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under any other coverage.

If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **our** payments will be determined as follows:

1. When this insurance covers an **auto** listed on the Policy Declarations, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.

2. When this insurance covers a **substitute auto** or **non-owned auto** not made available or furnished for **your** regular use, **we** will pay only after all other collectible insurance has been exhausted.
3. When this insurance covers a **replacement auto** or **additional auto**, this policy will not apply if **you** have other collectible insurance.

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3—Protection Against Loss To The Auto**, unless there is full compliance with all policy terms and such action is commenced within 5 years or the time limits prescribed by Florida law.

No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay covered loss under this policy to **you** and to the Lienholder and/or Lessor as its interest may appear. **We** will pay neither **you** nor the Lienholder and/or Lessor if **you**, or someone at **your** direction, commits fraud, makes a material misrepresentation, or conceals material facts when obtaining or renewing this policy; or if **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any loss for which coverage is sought.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, **our** right to subrogate will not impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.