



**Underwritten by Catawba Insurance Company**

**FLORIDA COMMERCIAL AUTO POLICY**

**P.O. Box 723128**

**Atlanta, GA 31139**

**In the event of an accident please call:**

**1-888-580-8134**

**All other calls:**

**1-844-614-0167**

## FLORIDA COMMERCIAL AUTO POLICY

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

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## **AGREEMENT**

- A. This Policy and all its forms are a legal contract. It contains all agreements and terms between **you** and **us**, and includes:
1. The Application;
  2. **Declarations Page**;
  3. This Policy book;
  4. Endorsements issued by **us**; and
  5. Any coverage selection, election and rejections made by **you** at the time of application; as if all are physically attached together. This applies whether the form is issued on paper or electronically.
- B. This Policy is issued, and if renewed, in reliance upon the truth and accuracy of the info provided in the Application for this insurance. The terms of this Policy impose duties on **you** and all **persons** seeking coverage under this Policy. **We** will provide this insurance subject to the terms, conditions and limitations set forth in this Policy if **you** have paid, when due, all of the premiums for the coverages **you** have chosen. **We** will only insure **you** for the coverages and the Limits of Liability for which a premium is shown on the **Declarations Page** of the Policy.
- C. This Policy is issued by **us** on the condition that the first payment is made to **us** in cash or other form of valid and collectible payment. If the initial payment to **us** is in any non-cash method, this Policy is conditioned on that initial payment being honored by the financial institution.
- D. **You** have a continuing duty to notify **us** of any changes relating to **autos, individuals** and **organizations** covered under this Policy.

## **DEFINITIONS USED THROUGHOUT THIS POLICY**

The following words or phrases, when printed in boldfaced type, will have the following meaning throughout the Policy, whether in the singular, plural or possessive.

- A. “**Accident**” and “**accidental**” means a sudden, unexpected and unintended event, or a continuous or repeated exposure to that event, that causes **bodily injury** or **property damage**, and arises out of the **ownership**, maintenance, or use of an **auto** or land motor vehicle covered by this policy. **Accident** does not include continuous or repeated exposure to the same conditions causing **bodily injury** or **property damage**.
- B. “**Actual cash value**” means the fair market value of the stolen or damaged property at the time of **loss**. When determining fair market value: a) the age, mileage and physical condition of the property will reduce its value, and b) depreciation and prior damage will also reduce the vehicle’s value.
- C. “**Additional auto**” means an **auto** that **you** acquire in addition to the **auto(s)** shown in the **Declarations Page** that is similar in type and use as an **auto** shown in the **Declarations Page** and is eligible for coverage under **our** underwriting Rules, if:
1. No other insurance applies to the acquired **auto**;
  2. Within seven (7) calendar days after **you** become the **owner** of the **additional auto** and **you** ask **us** to add the **additional auto** to **your** Policy;
  3. The **additional auto** is similar in type and use as a listed or scheduled **auto(s)** in the **Declarations Page**;
  4. If the **auto** is used in **your** business, **we** already insure all **autos** owned by **you** that are used in **your** business; and
  5. If the **auto** is not used in **your** business, **we** already insure all **autos you own**.

If **you** ask **us** to insure the **additional auto** within seven (7) calendar days after **you** acquire the **auto** and **we** agree to insure it, any coverage **we** provide for the **additional auto** is subject to the following conditions:

1. Until **you** ask **us** to insure an **additional auto**, an **additional auto** will have the broadest coverage **we** provide on any **auto** shown in the **Declarations Page** from the date **you** become the **owner** until the date **you** ask **us** to insure the **additional auto**. If **you** ask **us** to insure the **additional auto** within seven (7) days from the date **you** acquire such **additional auto**, **we** may charge premium for the **additional auto** from the date **you** acquire the **auto**.
2. On the date that **you** ask **us** to insure an **additional auto** any coverage **you** ask **us** to add to the **auto** or any increase of limits of liability shall not begin until after:
  - a. **We** agree to add the coverage or increase the limits; and
  - b. **You** pay any additional premium when due.

With respect to PART C > COVERAGE FOR DAMAGE TO YOUR AUTO, if **we** provide coverage for an **additional auto** and the **additional auto** is:

1. A **private passenger auto**, until the date **you** ask **us** to insure the **additional auto** **we** will provide the broadest coverage **we** provide for any **auto** shown in the **Declarations Page**; or
2. Any **auto** other than a **private passenger auto**, and **you** have purchased Physical Damage coverage for at least one **auto** other than a **private passenger auto**, until the date **you** ask **us** to insure the **additional auto** **we** will provide the broadest coverage for which the **additional auto** is eligible.

However, if **you** do not notify **us** within seven (7) calendar days after **you** become the **owner** of the **additional auto** no retroactive coverage exists for the **additional auto**. Instead, coverage will be effective from the date of notification and going forward.

- D. “**Auto**” means a land motor vehicle with at least 4 wheels or a **trailer** designed for travel on public roads or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the **state** or province where it is licensed or principally garaged. It does not include **mobile equipment**. Self-propelled vehicles with the following types of permanently attached equipment are **autos**, not **mobile equipment**:
  1. Equipment designed and used primarily for:
    - a. Snow removal;
    - b. Road maintenance, but not construction or resurfacing;
    - c. Street cleaning;
  2. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- E. “**Bodily injury**” means bodily harm, bodily sickness or bodily disease, including death that results from such **bodily injury**. **Bodily injury** does not include:
  1. Harm caused by discharge of a firearm or other use of any weapon;
  2. Becoming pregnant; or
  3. Communicable disease or illness that results from person-to-person transmission or contact.
- F. “**Carry individuals for compensation or a fee**” means to deliver, transport or carry **individuals**; for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:
  1. Going to a pick-up or returning from a drop-off;
  2. The money or other thing of value is paid or given;
    - a. By any passenger, recipient or other party on a per-trip basis; or
    - b. In the course of, or as related to, any business activities of a **person insured** under this Policy; or
  3. Any of the **individuals**; intended to be delivered or transported are actually in the **covered auto** at the time of the **accident** or **loss**.

- G. “**Carry property for compensation or a fee**” means to deliver or transport products; goods; materials; property; animals; or livestock for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:
1. Going to a pick-up or returning from a drop-off;
  2. The money or other thing of value is paid or given;
    - a. By any recipient or other party on a per-trip basis; or
    - b. In the course of, or as related to, any business activities of a **person insured** under this Policy; or
  3. Any of the products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the **covered auto** at the time of the **accident** or **loss**.

**Carry property for compensation or a fee** includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.

- H. “**Conversion**” means the act of converting or changing something from one form or use to another, or the unauthorized assumption of ownership over someone else’s property.

- I. “**Covered auto**” means:

1. Any **auto** shown in the **Declarations Page** which **you own** or **you** lease for a period of six (6) months or more;
2. An **additional auto** if **we** receive notice within seven (7) days after it is acquired by **you** and no other insurance policy applies to that **auto**;
3. A **replacement auto** if **we** receive notice within seven (7) days after it is acquired by **you** and no other insurance policy applies to that **auto**; or
4. If the **named insured** is an **individual**, any **auto** not owned by **you**, **your** spouse, child, parent, brother, sister, **relative**, or a listed driver shown in the **Declarations Page**, which is:
  - a. Driven by **you**, a **family member** or listed driver; and
  - b. Used on a temporary basis as a substitute for a **covered auto** specifically described in the **Declarations Pages** which is out of service no longer than thirty (30) days because of its:
    - i. Breakdown;
    - ii. Repair;
    - iii. Servicing;
    - iv. **Loss**; or
    - v. Destruction.

The **auto** being used as a temporary substitute must be eligible for coverage pursuant to **our** underwriting criteria and be similar in type and use as the listed or scheduled **auto** which is out of service. Coverage for a temporary substitute **auto** shall not exceed thirty (30) days.

PART C > COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to a temporary substitute **auto**.

5. If the **named insured** is an **organization**, any **auto** not owned by:
  - a. **You**; or
  - b. Any **owner**, officer, partner, or principal of **you**;
  - c. Any **employee** or **temporary employee** of an **insured**;
  - d. Any fellow **employee** or fellow **temporary employee** of an **insured**;
  - e. Any spouse, child, parent, brother, sister or other **family member** or any of the above;

which is:

- a. Driven by **you** or a listed driver; and
- b. Used on a temporary basis as a substitute for a **covered auto** specifically described in the **Declarations Pages** which is out of service no longer than thirty (30) days because of its:
  - i. Breakdown;
  - ii. Repair;
  - iii. Servicing;

- iv. **Loss**; or
- v. Destruction.

The **auto** being used as a temporary substitute must be eligible for coverage pursuant to **our** underwriting criteria and be similar in type and use as the listed or scheduled **auto** which is out of service.

Coverage for a temporary substitute **auto** shall not exceed thirty (30) days.

PART C > COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to a temporary substitute **auto**.

J. **“Crime”** means any act or omission that is:

- 1. A **state** or federal felony in the United States but only a felony within the **state** where the **covered auto** is garaged;
- 2. An attempt to flee or elude law enforcement or a **crime** scene; or
- 3. An illegal activity, trade or transportation; whether or not there is an arrest, charge or conviction.

**“Crime”** does not include:

- 1. Misdemeanor violations of the motor vehicle or traffic laws other than an attempt to:
  - a. Flee or elude law enforcement; or
  - b. Flee a **crime** scene;
- 2. Vehicular homicide; or
- 3. Driving under the influence of alcohol or any illegal substance.

K. **“Declarations Page”** or **“declarations”** means the document prepared by **us** listing **your** Policy information which may include the types of coverage **you** have elected, the limit of each coverage, the cost of each coverage, the specifically described **autos** covered by this Policy, and the types of coverage for each specifically described **auto**.

The term **Declarations Page** or **declarations** shall have the above meaning even if not appearing in bold type.

L. **“Depreciation”** means a decline in value due to wear and tear or obsolescence.

M. **“Derivative claims”** include, but are not limited to, damages for care, emotional injury or mental anguish, wrongful death, or **loss** of:

- 1. Service;
- 2. Consortium;
- 3. Society; or
- 4. Companionship;

resulting from the **bodily injury**, including any mental anguish or emotional distress due to observing the **accident** or **bodily injury**.

N. **“Digital network”** means any system or service offered or utilized by a **Transportation Network Company** that enables **TNC prearranged trips** with drivers.

O. **“Diminution in value”** means the actual or perceived **loss** in market or resale value by reason of the fact that the property has been damaged. This includes, but is not limited to, the perceived or actual decrease in market or resale value of property due to or because of:

- 1. An **accident** or loss;
- 2. Repairs or replaced parts; or
- 3. Alleged or real stigma or taint related or due to any **accident**, loss, repair or replaced parts.

P. “**Employee**” means anyone for which **you** will pay for his or her services and have the authority to direct their performance. Employee includes **leased workers** but does not include **temporary employees**.

Q. “**Family member**” means,

1. A **person** related to **you** by blood, marriage or adoption who **resides** in **your** household; or
2. A ward or foster child or stepchild who **resides** in **your** household; at the time of the **accident** or **loss**.

“**Family member**” includes **your** unmarried dependent children living temporarily away from home.

The definitions of “Family Member” is only applicable if **you** are listed in the **Declarations Page** as an **individual**.

R. “**Hazardous materials**” means actual, alleged, or threatened migration; release; existence; contamination or presence of any:

1. Decomposing or disintegrating organic material or microorganism;
2. Mold, mildew, fungus or other microbes, or any by-products produced or released by any of these;
3. Spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
4. Organic surface growth on moist, damp, or decaying matter;
5. Yeast or spore-bearing plant-like organism;
6. Class A or Class B explosives;
7. Poisonous gas, liquid gas or compressed gas;
8. Radioactive material or **nuclear exposure**; or
9. Pathogenic, poisonous, biological or toxic solid, liquid or gas.

S. “**Individual**” means a natural born human being.

T. “**Insured contract**” means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability that is vicariously imposed on another for **your** negligence or that of **your employees** or agents; or
6. That part of any contract or agreement, entered into as part of **your** business, for the rental of a **covered auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your employees** to pay for **property damage** to any **auto** rented or leased to **you** or any of **your employees**.

An “**insured contract**” does not include that part of any contract or agreement:

1. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
2. That pertains to the loan, lease or rental of an **auto** to **you** or any of **your employees** or **temporary employees**, if the **auto** is loaned, **leased** or rented with a driver; or

3. That holds a **person** engaged in the business of **Carrying property for compensation or a fee harmless** for **your** use of a **covered auto** over a route or territory that **person** is authorized to serve by public authority.
  4. That holds a **person** engaged in the business of Carrying **individuals** for compensation or a fee harmless for **your** use of a **covered auto** over a route or territory that **person** is authorized to serve by public authority.
- U. “**Leased Worker**” means an **individual leased to you** by a labor leasing firm under an agreement between **you** and the labor leasing firm to perform duties related to the conduct of **your** business. Leased Worker does not include any **Temporary Worker**.
- V. “**Loss**” means sudden, direct unexpected and unintended event, or a continuous or repeated exposure to that event, that causes **bodily injury** or **property damage**, including theft. **Loss** does not include **diminution in value**.
- W. “**Mobile equipment**” means any of the following types of land vehicles, including any attached machinery and equipment:
1. Bulldozers, power shovels, cranes, rollers, booms, winches, shredders, graders, diggers, mixers, compressors, generators, drills, welders, pumps, farm implements and machinery, forklifts, street sweepers or other cleaners and other similar specialized equipment;
  2. Vehicles **you** use solely on a premises **you own** or rent and on accesses to public roads that adjoin these premises;
  3. Vehicles designed for normal use off public roads or which do not require licensing in the **state** in which **you** live or **your** business is licensed;
  4. Vehicles which travel on crawler treads;
  5. Non self-propelled vehicles used primarily to provide mobility to the following permanently attached equipment: air compressors; pumps and generators; spraying, welding, cleaning, lighting, geophysical exploration and well servicing equipment; cherry pickers or other devices used to raise or lower workers; snow removal equipment; or road maintenance equipment;
  6. Vehicles used primarily for purposes other than transportation of **persons** or cargo. However, self-propelled vehicles with permanently attached equipment listed below are not **mobile equipment** but will be considered **autos**:
    - a. Snow removal, road maintenance and street cleaning equipment.
    - b. Any equipment listed in paragraph 5. above

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the **state** where it is licensed or principally garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.
- X. “**Motor vehicle business**” means the business of:
1. Selling;
  2. Repairing;
  3. Servicing;
  4. Storing;
  5. Parking;
  6. Road testing;
  7. Delivering;
  8. Leasing or renting;
  9. Washing; or
  10. Valet parking; any motor vehicle.

- Y. **“Named insured”** means the **person(s)** designated as the **named insured(s)** in the **Declarations Page**. **Named insured** does not include any **person(s)** email address, or other identifiable information other than their name shown in the **Declarations Page**.
- Z. **“Occupying”** means in; upon; getting into, out of, on or off. An **individual** cannot be **occupying** more than one motor vehicle at a time.
- AA. **“Nuclear exposure”** means and includes any type of contact or exposure to any nuclear: element, event, reaction, radiation or radioactive contamination, no matter how caused, and any event to which a nuclear energy liability insurance policy could apply.
- However, nuclear exposure does not include acts of terrorism.
- BB. **“Own”, “owned”, “owner”, and “ownership”,** with respect to an **auto** or **trailer**, mean the **person** who:
1. Holds the legal title to the **auto** or **trailer**; or
  2. Has legal possession of an **auto** or **trailer** that is:
    - a. Subject to a written security agreement; or
    - b. Leased to that **person** by a written agreement for a continuous period of six (6) months or longer.
- CC. **“Organization”** means a corporation, LLC, or other legal entity that is not a natural born **person** with the right to sue, be sued, **own** property and enter into legal contracts. Organization does not include any DBA or other similar fictitious business names or aliases.
- DD. **“Permissive operator”** means any **individual** using a **covered auto** with and within the scope of **your** express permission provided such **individual**:
1. Has a valid U.S. driver’s license at the time of the **accident**; and
  2. Is not an **undisclosed operator**.
- EE. **“Person(s)”** means an **individual**, or **organization**.
- FF. **“Personal Use”** means the use of a company owned vehicle or a business designated vehicle for non-business purposes, such as commuting, running errands or taking personal trips.
- GG. **“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- HH. **“Private passenger auto”** means a land motor vehicle:
1. Of the private passenger, pickup body, or cargo van type;
  2. Designed for operation principally upon public roads;
  3. With at least four wheels; and
  4. With a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer’s specifications.
- However, **private passenger auto** does not include step-vans, parcel delivery vans, cargo cutaway vans or other vans with cabs separate from the cargo area.
- II. **“Property damage”** means physical damage to, destruction of, or **loss** of use of, tangible property, if caused solely by an **accident** covered under this Policy.
- JJ. **“Punitive or exemplary damages”** means all damages that may be awarded, other than compensatory damages, to:
1. Punish or deter conduct; and/or
  2. Fine, penalize or impose a statutory penalty due to conduct;
- because the conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful. This includes, but is not limited to, any damages that have been defined by law as punitive damages or

exemplary damages, and any additional costs, attorney fees, other fees, costs or interest awarded because of such damages.

KK. **“Racing”** means: participating in, competing in, practicing for or preparing for any:

1. Parade performance;
2. Prearranged or organized racing, speed, demolition event, stunting contest;
3. Timed vehicle event or activity;
4. An unarranged or spontaneous street or off-road race or stunt;
5. Racing or speed contest or adventure;
6. Demonstration driving;
7. Driver or skills training;
5. High performance driving; or
6. Driving competition.

LL. **“Relative”** means, if **you** are an **individual**:

1. A **person** related to **you** by blood, marriage or adoption who **resides** in **your** household; or
2. A minor child who **resides** in **your** household at the time of the **accident** or **loss**, and is in the legal custody of **you** or a person related to **you** by blood, marriage, or adoption.

**“Relative”** includes **your** unmarried dependent children living temporarily away from home. The definition of “relative” is only applicable if **you** are listed in the **Declarations Page** as an **individual**.

MM. **“Replacement auto”** means an **auto** that is similar in type and use as an **auto** shown in the **Declarations Page** and is eligible for coverage under **our** underwriting Rules, that **you** acquire during the current policy term that has taken the place of an **auto** specifically described in the **Declarations Page** due to termination of **your ownership** of the replaced **auto** or due to mechanical breakdown of, deterioration of, or **loss** to the replaced **auto** that renders it permanently inoperable. Any coverage **we** provide for a **replacement auto** is subject to the following terms:

1. No other insurance applies to the **replacement auto**, and **we** insure all **autos** that **you own**.
2. On the date **you** become the **owner** of a **replacement auto**, if coverage applies under this Policy, that **replacement auto** will have the same coverage as the **auto** shown on **your Declarations Page** that is being replaced.
3. The deductible that applies to a **replacement auto** shall be the same as the **auto** it replaced.
4. All coverage **we** provide for the **replacement auto** ends seven (7) calendar days after **you** become the **owner** if **you** do not ask **us** to insure it within those seven (7) calendar days.
5. Any coverage **you** ask **us** to add to the **replacement auto** or any increase of limits of liability shall not begin until after:
  - a. **We** agree to add the coverage or increase the limits; and
  - b. **You** pay any additional premium when due.

NN. The **replacement auto** is similar in type and use as a listed or scheduled **auto(s)** in the **Declarations Page** and is eligible for coverage pursuant to **our** underwriting Rules.

OO. **“Reside”**, **“resides”**, and **“residing”** mean to dwell within the household of the **Named insured’s** primary and legal domicile if the Named Insured is an **individual**.

PP. **“State”** means any state, territory or possession of the United States, the District of Columbia and any province in Canada.

QQ. **“Temporary Employee”** means any **Temporary Worker**, independent contractors, or subcontractors, who perform work on **your** behalf.

- RR. **“Temporary Substitute auto”** means any **auto** you do not own while used with the permission of the owner as temporary substitute for a **covered auto** that has been withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. However, a temporary substitute auto does not include any auto available for the regular or frequent use of you, a **relative**, or your **employees** unless that **auto** is insured under a separate policy of insurance that provides at least the minimum required limits of financial responsibility under the applicable state and federal laws.
- SS. **“Temporary Worker”** means an **individual** who works for **you** to substitute for a permanent **employee** or to meet seasonal or short-term workload conditions including volunteers and day laborers who perform work on **your** behalf whether or not for compensation.
- TT. **“Trailer”** means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is not being used:
1. As a residence, office, store, business or for display purposes; or
  2. To transport passengers.
- A **trailer** does not include a mobile home, a semi-trailer, **mobile equipment**, or any piece of equipment or non-motorized vehicle used pursuant to an interchange agreement in which **you** assume liability while it is in **your** possession
- UU. **“Transportation Network Company”** or **“TNC”** is a corporation, partnership, sole proprietorship, or other entity that is using a digital **network** to connect **Transportation Network Company** customers to **Transportation Network Company** drivers who provide **TNC prearranged trips**.
- VV. **“TNC prearranged trip”** means the provision of transportation by a **Transportation Network Company** driver to a passenger or any goods or services provided through the use of a **TNC's** digital **network**:
1. Beginning when a transportation **network** company driver accepts a request for a trip through a digital **network** controlled by a **Transportation Network Company**;
  2. Continuing while the **Transportation Network Company** driver transports the requesting passenger or goods or services; and
  3. Ending when the last requesting passenger departs from the **“TNC”** vehicle, or the completion of the delivery of any goods or services.
- WW. **“Undisclosed operator”** means:
1. An **individual** who is an **operator** of a **covered auto** and such **individual** is not listed as a driver in the **Declarations Page** of this Policy and has had access to a **covered auto** for more than 30 days; or
  2. An **individual** who is listed in the **Declarations Page** as a non-driver or excluded driver; or
  3. An **employee** or **temporary employee** who is hired prior to the policy period and such **individual** is not listed as a driver in the **Declarations Page** of this Policy; or
  4. An **employee** or **temporary employee** hired during the policy term and **you** have failed to notify **us** of the new Individual for more than 30 days after their date of hire; or
  5. If **you** are an **individual**, any **family member** or any other **individual** who **resides** in **your** household and is not listed as a driver in the **Declarations Page** of this Policy or that is listed in the **Declarations Page** as a non-driver or excluded driver.
  6. A regular user of your **covered auto** who has not been listed as a driver on this Policy; or
  7. A **person** not disclosed on the Application or otherwise as a driver to be covered by this policy in response to a relevant question or inquiry by **us**,
- XX. **“We,” “us”** and **“our”** mean the Company shown in the **Declarations Page** as providing this insurance.
- YY. **“You”** and **“your”** mean the **person** shown in the **Declarations Page** as the **named insured**.

## **DUTIES AFTER AN ACCIDENT OR LOSS**

### **GENERAL DUTIES**

- A. **We** do not provide coverage under this Policy unless **you** have paid the required premium when due. Failure to give notice as required may affect coverage provided under this Policy. Failure to comply with any of the duties in this Policy may result in denial of coverage and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made by an **insured** or against an **insured**.
- B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. **You** or the **person** seeking coverage must promptly report each **accident** or **loss** even if **you** or the **person** seeking coverage is not at fault. Notice should include the following:
1. All known facts and circumstances. This notice to **us** should include all known names, addresses and telephone numbers of any injured **persons** and witnesses.
  2. All known license plate information of vehicles involved or vehicle descriptions; and
  3. All known driver's license information of **individuals** involved.
- C. Any **person** claiming any coverage under this Policy must:
1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit and assist **us** in:
    - a. Making settlements;
    - b. Obtaining or authorizing **us** to obtain or secure evidence;
    - c. Giving evidence;
    - d. Obtaining the attendance of witnesses at hearings and depositions; and
    - e. The conduct of lawsuits.
  2. Promptly send **us** copies of any notices or legal papers filed or received in connection with the **accident** or **loss**. **We** will not pay for attorney fees or costs incurred by any **insured** or other **person** without **our** prior written consent.
  3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations that apply including, but not limited to, the **individual's** social security number.
  4. Submit, as often as **we** reasonably require, to medical or physical examinations by physicians **we** select. **We** will pay for these examinations.
  5. Submit to examinations under oath by **us** or **our** representative as often as **we** reasonably require. These examinations will take place at a reasonable location of **our** choice and outside the presence of any witness, or **person** making a claim due to the same **accident** or **loss**, or any other **individual** other than **your** attorney.

**We** may:

    - a. Also require an examination under oath from any **family member, employee** or **temporary employee**, who may be able to assist **us** in obtaining relevant information even if that **individual** is not claiming benefits under this Policy; and
    - b. Make a video and/or audio recording or any other type of recording of an examination under oath.
  6. Give **us** written and recorded statements as often as **we** reasonably request.
  7. Give **us** written authorization to obtain:
    - a. Medical records and reports, including current reports, notes and test results, records of prior medical history and treatment, therapy records and counseling records;
    - b. Workers compensation investigative and claims records;
    - c. Credit and financial records;
    - d. Photographs;
    - e. Telephone, including cellular, text messaging and all other telephonic communication records, including billing records;

- f. Global Positioning system data (GPS), video, or other data gathered via any telematics or data capturing device whether installed in the **covered auto** or as part of any device in the **covered auto** including cell phones and cameras at the time of **loss**.
  - g. Bill of lading, trip ticket, invoice, job order, or similar forms pertaining to the use of the **covered auto**.
  - h. Other records **we** deem relevant in the investigation or settlement of a claim.
8. Provide a sworn statement as proof of **loss** as **we** require.
  9. Not voluntarily assume any obligation to pay, make any payment or incur any expense for **bodily injury** or **property damage** arising out of an **accident**.
  10. Attend hearings and trials as **we** require.
  11. Authorize **us** to get any information on any data, maintenance or event recorder or similar device installed in a **covered auto** as **we** deem relevant to the facts of the **accident** or **loss**.
  12. Allow **us** to take any photographs and/or audio/video recordings **we** may require as a part of **our** investigation.
  13. Convey title to and possession of the damaged, destroyed or stolen property to **us** if **our** payment is based on a total **loss**.
  14. Authorize **us** access to **your** business or personal records as often as **we** may reasonably require.

**We** have no duty to provide coverage under this Policy if failure to comply with any of the duties listed above is prejudicial to **us**.

Notice of an **accident** or **loss** by **you** to any agent authorized by **us**, with particulars sufficient to identify **you** as an **insured**, is notice to **us**. **Your** failure to give any notice required by this Policy within the time specified does not invalidate a claim made by **you** if **you** can show that it was not reasonably possible to give **us** notice within the prescribed time and that notice was given as soon as reasonably possible.

#### **ADDITIONAL DUTIES FOR COVERAGE FOR UNINSURED MOTORIST COVERAGE**

Anyone seeking coverage under Uninsured/Underinsured Motorist Coverage must:

- A. Notify the police within reasonable time after any **accident** not involving a hit-and-run or unknown driver.
- B. Notify the police, within twenty-four (24) hours of an **accident** if hit-and-run is involved or unidentified driver is involved.
- C. Serve a copy of any legal action and all pleadings on us as required by law.

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

A **person** seeking coverage under PART C > COVERAGE FOR DAMAGE TO YOUR AUTO must, in addition to the GENERAL DUTIES:

- A. Promptly, but no later than twenty-four (24) hours after discovery of the **loss**, report the theft or vandalism of any **auto** or other property **insured** under this Policy, or its equipment or parts, to the police or other local law enforcement.
- B. Take reasonable steps after a **loss** to protect all property **insured** under PART C > COVERAGE FOR DAMAGE TO YOUR AUTO from further **loss**. **We** will pay reasonable and necessary expenses incurred in providing that protection. Any further **loss** due to failure to protect will not be covered under this Policy. Keep a record of **your** expenses for consideration in the settlement of a claim.
- C. Permit **us** to inspect and appraise all **loss** covered under PART C > COVERAGE FOR DAMAGE TO YOUR AUTO before its repair or disposal.
- D. Promptly, but no later than twenty-four (24) hours after any **accident** or **loss** file a report with the police or other local law enforcement if the **person** cannot identify the **owner** or **operator** of an at-fault vehicle involved in the **accident**.
- E. Authorize **us** to move the damaged **auto** or **trailer** to a storage facility of **our** choice at **our** expense.

## **PART A > LIABILITY COVERAGE**

### **INSURING AGREEMENT**

- A. Subject to the limit of liability shown in the **Declarations Page**, if **you** pay **us** the premium for Liability Coverage, **we** will pay compensatory damages for which an **insured** is legally liable due to **bodily injury** or **property damage** caused by an **auto accident** that arises out of the **ownership**, maintenance or use of a **covered auto** under this PART A. Damages include prejudgment interest awarded against an **insured** subject to **our** limits of liability for this PART A. **We** will not pay for **punitive or exemplary damages**.

**IMPORTANT NOTICE:** **We** shall not be obligated to pay any claim or judgment, or defend any lawsuit, after **our** limit of liability under this PART A has been offered or exhausted by payment or deposited with a court having jurisdiction.

- B. **We** will settle or defend, as **we** consider appropriate, any claim or lawsuit asking for these damages. If **we** defend, **we** will choose the counsel of **our** choice, which may include an in-house counsel. In addition to **our** limits of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgments or by settlement. **We** have no duty to:
1. Defend any lawsuit;
  2. Settle any claim; or
  3. Pay any judgment;

for **bodily injury** or **property damage** not covered under this Policy.

### **ADDITIONAL DEFINITIONS: PART A > LIABILITY COVERAGE**

When used in this PART A:

- A. The definition of **auto** shall also include **mobile equipment** but only while being carried or towed by a **covered auto**, and trailers designed primarily for travel on public roads, while connected to **your covered auto** that is a power unit.
- B. “**Insured**” means:
1. **You** for the **ownership**, maintenance or use of a **covered auto**.
  2. Any additional driver listed in the **Declarations Page**, but only while using a **covered auto**.
  3. A **permissive operator**.
  4. For the use of a **covered auto**, any **person**, but only with respect to the legal liability for acts or omissions of a **person** for whom coverage is afforded under this PART A.
  5. An Additional Insured designated and shown in the **Declarations Page**, subject to the following limitations:
    - a. Without any increase in **our** limit of liability, **we** will pay compensatory damages for which the Additional Insured is legally liable due to **bodily injury** or **property damage** caused by an **accident** arising out of the operation of a **covered auto** but only if those damages arise out of the acts or omissions of an **insured** as defined in clause B.1, B.2, or B.3 above.
    - b. Coverage provided for an Additional Insured is excess insurance over any other applicable insurance, self-insurance or bond.

The following are not **insureds** under this PART A:

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

3. Any **person** while working in a **motor vehicle business** unless that business is yours and is shown as **your** occupation in the **Declarations Page**.
4. Any **person**, other than one of **your employees**, or **temporary employees** listed in the **Declarations Page**, while moving property to or from a **covered auto**.
5. The **owner** or anyone else from whom **you** hire or borrow a **covered auto** or **trailer**.
6. Any **individual** who is specifically excluded from coverage under this Policy
7. Any **individual** who is an **undisclosed operator**.
8. Any person driving an **auto** hired by **you** unless it is specifically listed in the **Declarations Page**.

## CERTIFICATE OF INSURANCE

If **we** make a filing or submit a certificate of insurance on **your** behalf with a regulatory or governmental agency, the term “**insured**” as used in such filing or certificate, and in any related endorsement, refers only to the **person** named on such filing, certificate or endorsement.

## SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of an **insured**:

- A. Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend and choose to appeal. **We** have no duty to:
  1. Apply for or furnish any bond; or
  2. Pay the premium on any bond in an amount that is more than **our** limit of liability.
- B. Interest accruing after a judgment is entered in any lawsuit **we** defend on that portion of the judgment that is within **our** limit of liability. This payment does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured**. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limits of liability for this coverage whether this is through a payment, offer in writing, or deposit in court of that part of the judgment which does not exceed **our** Limit of Liability.
- C. At the **insured’s** request, up to \$250 for the cost of bail bonds required because of an **accident we** cover (including bonds for related traffic law violations). **We** have no duty to apply for or furnish these bonds.
- D. Other reasonable expenses, up to \$250, incurred by an **insured** at **our** request.
- E. All court costs taxed against the **insured** in any “suit” against the **insured we** defend. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the **insured**.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER PART A > LIABILITY COVERAGE.**

- A. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend for:
  1. **Bodily injury** or **property damage**:

- a. Caused intentionally by, or at the direction of, an **insured**; or
- b. That is, or should be, reasonably expected to result from an intentional act of an **insured**;

Even if the actual **bodily injury** or **property damage** that results is different than that which was intended, or is sustained by a different **person**, real or personal property, than initially expected or intended.

However, this exclusion shall not apply to **property damage** to the extent of the legal interest of a **named insured** who did not direct, participate in or consent to the intentional act that caused the **property damage** if it was directly related to and in the form of an intentional act of domestic abuse by a **named insured** against another **named insured**.

2. **Property damage** to property:
  - a. **Owned** by;
  - b. Rented to;
  - c. Used by;
  - d. Transported by; or
  - e. In the care, custody, or control of; **you**, a **family member** or an **insured**, including damage to **autos** being towed by the **insured**.

3. **Bodily injury** to:
  - a. **You**;
  - b. Any **owner**, officer or principal of **you**, if **you** are an **organization**;
  - c. Any **employee** or **temporary employee** of an **insured**;
  - d. Any fellow **employee** or fellow **temporary employee** of an **insured**;
  - e. Any **permissive operator**;
  - f. Any **undisclosed operator**;

arising out of, and in the course of their employment, or while performing duties related to the conduct of **your** business, or work performed on **your** behalf.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. But this exclusion does not apply to **bodily injury** to a domestic **employee** or domestic **temporary employee** if benefits are neither paid nor required to be provided under any workers' compensation, disability benefits, or similar law, or to liability for **bodily injury** assumed by the **insured** under an **insured contract**. For the purposes of this Policy, a domestic **employee** or domestic **temporary employee** is an **individual** engaged in household or domestic work performed principally in connection with **your** residential premises.

4. **Bodily injury** to any spouse, child, parent, brother, sister or **family member**.
5. **Bodily injury, property damage** arising out of the **ownership** or use of an **auto** while it is used by a **Transportation Network Company** driver who is logged onto a **Transportation Network Company's** digital **network** but is not engaged in a **Transportation Network Company prearranged trip** or while the driver provides a **Transportation Network Company prearranged trip**.
6. Any obligation for which an **insured** or the insurer of that **insured** may be held liable under a worker's compensation, unemployment compensation, disability benefits law or any similar law.
7. **Bodily injury, property damage** or **loss** due to defects, deficiencies, inadequacies or dangerous conditions in **your** products or in work performed by **you** or on **your** behalf after it has been completed. This includes erroneous deliveries of materials, goods, or liquids into a wrong receptacle or to a wrong address and erroneous delivery of one product for another.

**Your** products and work include guarantees or representations made by **you** at any time with respect to the fitness, quality, durability, or performance of **your** products or work performed.

**Your** work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in **your** contract has been completed.
- b. When all of the work to be done at a particular site has been completed if **your** contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any **person** other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

8. **Bodily injury** or **property damage** that occurs while any **person** is using an **auto** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission.

9. **Bodily injury or property damage** resulting from:
  - a. The loading of property before it has been placed in or on a **covered auto**;
  - b. The unloading of property after it has been taken off of or out of a **covered auto** once the property is no longer in physical contact with a **covered auto**;
  - c. The loading or unloading of property by any device that is attached to a **covered auto**; or
  - d. The loading or unloading of property by anyone who is not **you, your employee, or your temporary employee** listed in the **Declarations Page**.
10. **Bodily injury or property damage** resulting from:
  - a. The loading of passengers before they have entered a **covered auto**;
  - b. The unloading of passengers after exiting a **covered auto** once the passenger is no longer in physical contact with a **covered auto**;
  - c. Moving of or assisting to move any **individual** not physically in contact with a **covered auto**; or
  - d. The loading or unloading of passengers by anyone who is not **you, your employee, or your temporary employee** listed in the **Declarations Page**.
11. **Bodily injury or property damage** that arises out of, or is due to:
  - a. The ownership or use of a **covered auto** or **mobile equipment** for transporting any **hazardous materials**; or
  - b. **Hazardous materials**
12. **Bodily injury or property damage** for which any **person**:
  - a. Is **insured** under a nuclear energy liability policy; or
  - b. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

  - a. Nuclear Energy Liability Insurance Association;
  - b. Mutual Atomic Energy Liability Underwriters; or
  - c. Nuclear Insurance Association of Canada. This exclusion applies even if the limits of that insurance are exhausted.
13. **Bodily injury or property damage** arising out of the **ownership**, maintenance or use of any vehicle while **racing**.
14. Any obligation for which the United States Government is held responsible under the Federal Tort Claims Act.
15. Any liability assumed by an **insured** under any contract or agreement unless the agreement is an **insured contract** that was executed prior to the occurrence of any **bodily injury or property damage**.
16. **Bodily injury or property damage** to any **person** that results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
17. **Bodily injury or property damage** caused by, or any consequence of:
  - a. War, whether declared or undeclared;
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion or revolution;
  - e. **Nuclear exposure**.
18. **Bodily injury or property damage** arising out of the **ownership**, maintenance or use of a **covered auto** as a residence or premises.
19. Court ordered criminal restitution.

20. **Bodily injury or property damage** resulting from the use or discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.
21. **Bodily injury or property damage** caused by or through the **ownership**, maintenance or use of any **mobile equipment** or other apparatus attached to, or pulled by, a **covered auto** except while a **covered auto** is in transit on a public roadway.
22. **Bodily injury or property damage** resulting from the explosion or discharge of Class A and B explosives, poisonous gas, liquid gas, compressed gas, or radioactive material and all other materials and/or commodities as listed in the Motor Carrier Act (49 CFR 173, 172.101, 173.389, 171.389, 171.8) which are manufactured, sold, transported, handled or distributed by an **insured**.
23. **Bodily injury or property damage** arising from the operation of any equipment including but not limited to:
- a. Air compressors;
  - b. Pumps;
  - c. Generators;
  - d. Spraying equipment;
  - e. Welding equipment;
  - f. Cleaning equipment;
  - g. Lighting equipment;
  - h. Geophysical exploration equipment;
  - i. Well servicing equipment;
  - j. Cherry pickers or other devices used to raise or lower workers;
  - k. Snow removal equipment; or
  - l. Road maintenance equipment;

regardless of whether the equipment is part of, or attached to, a **covered auto**.

24. **Bodily injury or property damage** if a **covered auto** is attached to a **trailer** not listed in the **Declarations Page** and the **trailer**:
- a. Is more than twelve (12) feet in length; or
  - b. Has a manufacturer's gross vehicular weight rating of 2,000 pounds or more; and
- is owned by **you**, **your employee** or **temporary employee** or has been hired or borrowed by **you**, **your employee** or **temporary employee** for more than thirty (30) consecutive calendar days.
25. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** from a **covered auto** or any attached **trailer**, or from **mobile equipment**, or due to or from any other cause:
- a. That are contained in any property that is:
    - i. Being transported or towed by, or handled for movement into, onto or from a **covered auto**;
    - ii. Otherwise being transported by or on behalf of the **insured**; or
    - iii. Being stored, disposed of, treated or processed in or upon a **covered auto**;
  - b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto a **covered auto**; or
  - c. After the **pollutants**, or any property in which the **pollutants** are contained, are moved from a **covered auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraph a.(iii) of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a **covered auto** or its parts, if:

- a. The **pollutants** escape or are discharged, dispersed or released directly from a **covered auto** Part Designed by its manufacturer to hold, store, receive or dispose of such **pollutants** and is a part that would be required for the customary operation of a **covered auto**; and
- b. The **bodily injury or property damage** does not arise out of the operation of any **mobile equipment**.

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

- a. The **pollutants**, or any property in which the **pollutants** are contained, are upset, overturned or damaged as a result of the maintenance or use of a **covered auto**; and
  - b. The discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
26. Any damage, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
  27. **Bodily injury or property damage** arising out of the use of a **covered auto** for transportation of any explosive substance, flammable liquid, or similarly hazardous material.
  28. **Bodily injury or property damage** occurring outside any territory or possession of the United States and any province of Canada, or while an **auto** is being transported between their ports.
  26. **Bodily injury or property damage** involving an **auto** while being used or maintained by any **person** when employed or engaged in **motor vehicle business**, unless that is **your** business, and it was so represented in **your** application.
  27. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **hazardous materials** from a **covered auto** or any attached **trailer**, or from **mobile equipment**; or due to or from any other cause.
  28. Any damage, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
  29. **Bodily injury or property damage** arising out of the use of a **covered auto** for transportation of any explosive substance, flammable liquid, or similarly hazardous material.
  30. **Bodily injury or property damage** occurring outside any territory or possession of the United States and any province of Canada, or while an **auto** is being transported between their ports.
  31. **Bodily injury or property damage** involving an **auto** while being used or maintained by any **person** when employed or engaged in **motor vehicle business**, unless that is **your** business, and it was so represented in **your** application.
  32. Any liability imposed upon an **insured** by statute arising from the **insured's** sponsorship of a minor for an **operator's** license.
  33. That occurs while any **individual**, who is specifically excluded from coverage under PART A > LIABILITY COVERAGE pursuant to a Named Driver Exclusion Endorsement or under any other provision of this Policy, is operating an **auto**.
  34. For charges, fees, and administrative expenses for services performed by law enforcement and municipal personnel while responding to a motor vehicle **accident** or **loss**.
  35. Any liability imposed upon an **insured** by statute arising from the **insured's** sponsorship of a minor for an **operator's** license.
  36. **Bodily injury or property damage** arising out of an **undisclosed operator's** maintenance or use of a **covered auto**.
  37. **Bodily injury or property damage** resulting from or caused by the movement of property by a mechanical device, other than a hand truck, not attached to a **covered auto**.
  38. That occurs while any **individual**, who is specifically excluded from coverage under PART A > LIABILITY COVERAGE pursuant to a Named Driver Exclusion Endorsement or under any other provision of this Policy, is operating an **auto**.
  39. For charges, fees, and administrative expenses for services performed by law enforcement and municipal personnel while responding to a motor vehicle **accident** or **loss**.
  40. **Bodily Injury or property damage** arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry individuals for compensation or a fee** or as a public or livery

conveyance, unless **you** have indicated to **us** in **your** application that a **covered auto** is used for this purpose. This exclusion does not apply to a share-the-expense car pool whose members are on the way to or from the same place of employment.

41. **Bodily Injury or property damage** arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry property for compensation or a fee**. This includes but is not limited to the pickup, transportation or delivery of food, magazines, newspapers or flowers. This exclusion does not apply if **you** have indicated on the application or subsequently notified **us** in writing that **your** business is a for-hire business transporting property.
  42. **Bodily injury or property damage** resulting from the use of any **auto** by any **person** with a revoked or suspended driver's license or permit.
- B. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend, any **insured** for **bodily injury or property damage** arising out of the **ownership**, maintenance, or use of:
1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
  2. Two or three wheel motorcycles;
  3. Any vehicle, other than a **covered auto** that is:
    - a. **Owned by you**; or
    - b. Furnished or available for **your** use.
  4. Any vehicle, other than a **covered auto** that is:
    - a. **Owned by any family member**; or
    - b. Furnished or available for the use of any **family member**;
  5. Any vehicle, other than a **covered auto** that is:
    - a. **Owned by any owner**, officer, principal, partner, **employee**, or **temporary employee of you**; or
    - b. Furnished or available for the regular use of any **owner**, officer, principal, partner, **employee**, or **temporary employee of you**.
  6. A **covered auto** that:
    - a. Is being rented or **leased**, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
    - b. Has been given in exchange for compensation;
    - c. Is under a conditional sales agreement by **you** to another; or
    - d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.
  7. Any **covered auto** rated as a commercial auto that is driven for **personal use**.
  8. Any **covered auto** or other vehicle that:
    - a. Requires an MCS-90 filing; or
    - b. Is used for transportation of goods, passengers or **hazardous materials**

## LIMITS OF LIABILITY

- A. The Bodily Injury limit of liability shown in the **Declarations Page** for "each **person**" is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one **person** in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- B. Subject to the limit for "each **person**", the **Bodily Injury** limit of liability shown in the **Declarations Page** for "each **accident**" is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

- C. The Property Damage limit of liability shown in the **Declarations Page** for “each **accident**” is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and/or **property damage** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

Without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

- E. There will be no adding, stacking or combining of coverage under PART A > LIABILITY COVERAGE. The limits of liability for **Bodily Injury** and **Property Damage** coverage shown in the **Declarations Page** are the most **we** will pay as a result of any one **accident** without regard to the number of:
  - 1. **Insureds**, heirs or survivors;
  - 2. Claimants;
  - 3. Claims made;
  - 4. Lawsuits filed;
  - 5. Vehicles insured in this policy;
  - 6. Premiums shown in the **Declarations Page**;
  - 7. Separate premiums paid or shown in the **Declarations Page**; or
  - 8. Vehicles involved in an **accident**.
- F. A **covered auto** and attached **trailer(s)** are considered one **auto**. Therefore, the limit of liability will not be increased for an **accident** involving an **auto** with an attached **trailer(s)**.
- G. Any payment under PART A > LIABILITY COVERAGE will be reduced by any payment made to that **person** under PART B > MEDICAL PAYMENTS COVERAGE, PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT or UNINSURED MOTORIST COVERAGE ENDORSEMENT provided by this policy.
- H. No one will be entitled to receive duplicate payments for the same element of **loss** or damages under PART A for which payment has been made:
  - 1. Under any other coverage provided by this Policy;
  - 2. By or on behalf of the **person** that may be legally responsible; or
  - 3. Under any other insurance including but not limited to, worker’s compensation, disability or health coverage, or source of recovery.
- I. For the purpose of determining **our** Limit of Liability all **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same event, shall be considered as resulting from one **accident**.
- J. If **we** have filed a certificate of insurance on **your** behalf with any regulatory or governmental agency, and:
  - 1. **We** are required to pay any judgment entered against **you**; or
  - 2. **We** agree to settle a claim or lawsuit;

for **bodily injury** or **property damage** arising out of an **accident** or **loss** otherwise not covered under the terms of this Policy solely because of such certificate of insurance, **we** will be obligated to pay no more than the minimum amount required by that agency or applicable law. If any payment is based solely on such certificate, **you** must reimburse **us** in full for **our** payment, including legal fees and costs **we** incurred, whether the payment is made as a result of judgment or settlement.

## OUT OF STATE COVERAGE

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

A financial responsibility or similar law requiring a nonresident driver to maintain insurance with limits of liability for **bodily injury** or **property damage** higher than the limits shown in the **Declarations Page**, the limits of liability under this Policy that apply to that **accident** will be the minimum Liability Coverage limits required by the law in that **state** or province. However, **we** will not provide any Liability Coverage for an **accident** if the **Declarations Page** does not show **you** have purchased that Liability Coverage unless that **state** or province has a financial responsibility or similar law that requires **us** to do so; or

1. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an **auto** in that **state** or province, this Policy will provide the greater of:
  - a. The required minimum limits and types of coverage; or
  - b. The applicable limits of liability provided for that **insured** under this Policy.
- B. This extension does not apply to the limit or limits specified by any law governing commercial carriers of passengers or property.
- C. **We** will not modify the coverage under this Policy if the **accident** involves a **covered auto** which is registered in or operated in a **state**, other than the **state** in which this Policy is issued, for thirty (30) days or more within the calendar year in which the **accident** occurred.
- D. **We** will not pay anyone more than once for the same elements of **loss** because of this extension.

### FINANCIAL RESPONSIBILITY REQUIRED

When this Policy is certified as proof of financial responsibility, this Policy will comply with the law of the **state** in which the Policy is written to the extent required. If **we** make a payment for an **accident** which is not covered under the terms of this Policy but which **we** paid solely to comply with the terms of a financial responsibility certification, **you** must reimburse **us** to the extent of such payment. **We** will be obligated to pay no more than the minimum amount required by that agency or applicable law.

### OTHER INSURANCE

- A. For any **covered auto** that is specifically described in the **Declarations Page**, this Policy provides primary coverage unless that **auto** is hired or borrowed from **you**. For any **covered auto** that is specifically described in the **Declarations Page** and is hired or borrowed from **you** and or used for someone else's business, even if it is operated by **you** or any of **your employees, temporary employees, or family members**, coverage under this Policy will be excess over any and all other valid and collectible insurance, whether primary, excess or contingent. For any **covered auto** which is not specifically described in the **Declarations Page**, coverage under this Policy will be excess over any and all other valid and collectible insurance, whether primary, excess or contingent. If coverage under more than one policy applies on the same basis, either excess or primary, **we** will pay only **our** proportionate share. **Our** proportionate share is the proportion that the Limit of Liability of this Policy bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.
- B. If the other insurer refuses to defend, **we**:
  1. Will continue to defend where required by law;
  2. Shall be subrogated to the **insured's** rights against the other insurer;
  3. Reserve **our** rights against such insurer; and
  4. Do not waive any of **our** rights against the other insurer by continuing to defend.
- C. If a **covered auto**, which is specifically described in the **Declarations Page**, is a **trailer**, this Policy will be primary only if the **trailer** is attached to a **covered auto** that is a power unit **you own** and is specifically described in the **Declarations Page**; it will be excess in all other circumstances.
- D. If any applicable insurance other than this Policy is issued by **us** and is applicable to a covered **accident**, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.
- E. When two policies providing liability insurance apply to an **auto** and;
  1. One provides coverage to a Named Insured engaged in the **motor vehicle business**; and

2. The other provides coverage to a **person** not engaged in the **motor vehicle business**; and
3. At the time of an **accident** a **person** described in Paragraph 2., is operating an **auto** owned by the business described in Paragraph 1., then that **person's** liability insurance is primary and the Policy issued to a business described in Paragraph 1. is excess over any insurance available to that **person**.

## **PART B > MEDICAL PAYMENTS COVERAGE**

### **INSURING AGREEMENT**

A. Subject to the limit of liability and policy terms of this coverage shown in the **Declarations Page**, if you pay **us** the premium for Medical Payments Coverage, **we** will pay reasonable expenses incurred for necessary **medical services** arising out of **bodily injury**:

1. Caused by an **auto accident**; and
2. Sustained by an **insured**.

**We** will pay only those medical expenses and funeral service expenses incurred within three (3) years from the date of the accident.

B. **We**, or someone on **our** behalf, will determine:

1. Whether the expenses for **medical services** are reasonable; and
2. Whether the **medical services** are necessary.

There is no coverage under this endorsement for:

1. Mileage costs for use of a personal vehicle;
2. Any interest charges;
3. Any **medical services** if the **insured** does not receive initial **medical services** and care from an initial services provider within 14 calendar days after the **motor vehicle accident**;
4. Massage of any body part either through one-on-one contact, or the use of any devices, or equipment that provide mechanical or electrical massage with or without heat;
5. Acupuncture services, including all adjunctive therapies and diagnostic techniques, including herbs, rubs and oils, aromatherapy, cupping, dieting, and other oriental exercises and stretching techniques; or
6. Any **medical services**, supplies, or care provided by a massage therapist or an acupuncturist.

### **ADDITIONAL DEFINITIONS: PART B > MEDICAL PAYMENTS COVERAGE**

As used in this PART B:

A. "**Insured**" means:

1. **You**, if you are an **individual**, and any **family member**:
  - a. While **occupying**; or
  - b. As a pedestrian when struck by: a non-owned motor vehicle designed for use mainly on public roads.
2. Any other **individual** while **occupying** a **covered auto** when the **auto** is being used with, and within the scope of, **your** permission.
3. If the **named insured** shown in the **Declarations Page** is a corporation, partnership, **organization** or any other entity that is not a natural **person**, any **person occupying a covered auto**, **temporary substitute auto**, or **trailer** while attached to a **covered auto**.

For purposes of this definition, **covered auto** includes **mobile equipment** that is:

1. **Owned by you;**
2. Leased, hired, or borrowed by **you** and **you** have purchased either Hired Auto Coverage or Any Auto Coverage from use, or
3. **Not owned**, leased, hired, or borrowed by **you** and **you** have purchased either Employer's Non-Owned Coverage or Any Auto Coverage from us.

However, **mobile equipment** meeting any of those three criteria will be included in the definition only if at the time of loss is being:

1. Used in **your** business;
2. Operated on public roads; and
3. Operated in a state or province where it is subject to a compulsory or financial responsibility law or other motor vehicle insurance law.

B. "**Medical service**" and "**medical services**" mean all reasonable expenses incurred for medically necessary medical, surgical, x-ray, dental and rehabilitative services.

All of the following statutory references are to Florida law.

1. **Medical services** are limited to:

- a. Services and care received within the initial 14 days after the motor vehicle accident, or
- b. Follow-up services and care received beyond the initial 14 days after the motor vehicle accident if services and care has been previously received within the initial 14 days after the motor vehicle accident, and a referral for more services and care has been provided by an authorized provider as defined under the Florida No Fault law, as amended, and the follow-up services and care are consistent with the underlying medical diagnosis.

2. **Medical services** provide reimbursement for:

- a. Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment, or
- b. Upon referral by a provider described in subparagraph a), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to subparagraph a) which may be provided, supervised, ordered, or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced practice registered nurse licensed under chapter 464. Follow-up services and care may also be provided by the following persons or entities: i) hospital or ambulatory surgical center licensed under chapter 395, ii) an entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners, iii) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals, iv) a physical therapist licensed under chapter 486, based upon a referral by a provider described in this subparagraph, v) a health care clinic licensed under part X of chapter 400 which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or (1) has a medical director licensed under chapter 458, chapter 459, or chapter 460; (2) 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: (A) General medicine, (B) Radiography, (C) Orthopedic medicine, (D) Physical medicine, (E) Physical therapy, (F) Physical rehabilitation, (G) Prescribing or dispensing outpatient prescription medication, (H) Laboratory services. **Medical services** do not include

massage, as defined in FL. St. 480.033, or acupuncture, as defined in FL. St. 457.102, regardless of the person, entity or licensee providing the massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for medical services.

C. “**Motor vehicle**” means a land motor vehicle designed for use principally on public roads.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER PART B > MEDICAL PAYMENTS COVERAGE.**

Coverage under this Part B does not apply to **bodily injury**:

- A. Sustained while **occupying** any **auto** or **trailer** while being used as a residence or premises;
- B. Occurring during the course of employment if workers’ compensation coverage should apply;
- C. Arising out of an **accident** involving an **auto** or **trailer** while being used by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles, unless that business is **yours**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered auto**;
- D. Resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
- E. Due to a nuclear reaction or radiation;
- F. For which insurance:
  - 1. Is afforded under a nuclear energy liability insurance contract; or
  - 2. Would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
- G. For which the United States Government is liable under the Federal Tort Claims Act;
- H. Sustained by any person while **occupying** a **covered auto**, **temporary substitute auto**, or **trailer** without the express or implied permission of **you** or, if the named insured is a natural person, a **relative**;
- I. Sustained by any person while **occupying** any vehicle, other than a **covered auto**, without the express or implied permission of the owner of the vehicle or the person in lawful possession of the vehicle;
- J. That is intentionally inflicted on an **insured** at that person’s request or self-inflicted;
- K. Sustained while **occupying** any vehicle that has less than four wheels or is not designed for operation principally upon public roads;
- L. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured** . This exclusion applies regardless of whether the **insured** is actually charged with, or convicted of, a crime. This exclusion does not apply to moving traffic violations; or
- M. For which coverage is not afforded under a Personal Injury Protection endorsement for any reason. This exclusion does not apply to **medical services** covered under a Personal Injury Protection endorsement but not paid solely due to:
  - 1. The application of the statutory 80 percent reimbursement limitation;
  - 2. The exhaustion of all applicable personal injury protection coverage; or
  - 3. The \$2,500 limit of liability under Personal Injury Protection endorsement for non-emergency medical conditions.

## LIMIT OF LIABILITY

Regardless of the number of premiums paid, or the number of **covered autos** or **trailers** shown in the **Declarations Page**, or the number of policies issued by **us**, or the number of vehicles or **insureds** involved in an **accident**, or the number of claims or lawsuits arising out of an **accident**, **we** will pay no more than the Limit of Liability shown for Medical Payments Coverage in the **Declarations Page**.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Any amount payable to an **insured** under this endorsement will be reduced by any amount paid or payable for the same expense under Part A > Liability Coverage or any applicable Uninsured Motorist Coverage Endorsement.

If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

Any amounts payable for **medical services** to an **insured** under this endorsement shall be excess over any personal injury protection coverage paid or payable under a Personal Injury Protection endorsement or which would be available but for the application of a deductible. This means that subject to the limit of liability shown in the **Declarations Page**, **we** will pay under this endorsement only for expenses that:

1. Are the portion of any claim for **medical benefits** otherwise covered but not payable under a Personal Injury Protection endorsement due to coinsurance under that part. This is the 20 percent of reasonable expenses left over after the application of the 80 percent limitation in this endorsement definition of **medical benefits**; or
2. Exceed the **medical benefits** paid under this endorsement.

**We** will not provide reimbursement for any **medical services**, care, or supplies that are not required to be reimbursed under the Florida Motor Vehicle No-Fault Law. However, **we** will not deny reimbursement under this endorsement solely because charges for a non-emergency medical condition exceed the \$2,500 limit of liability for such conditions under a Personal Injury Protection endorsement.

Coverage under this endorsement shall not be available to pay any deductible for personal injury protection coverage.

## UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

- A. If an **insured** incurs expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them. **We** will determine to be unreasonable any charges that **we** would determine to be unreasonable under the Unreasonable Or Unnecessary Medical Benefits provision in the Personal Injury Protection endorsement.
- B. **We** have the right under this Part B to limit reimbursement in accordance with any negotiated medical provider agreement to which **we** have access. The **insured** shall not be responsible for any reduction applied by **us**. If a medical provider disputes an amount paid by **us** under this provision, **we** will be responsible for resolving such disputes.
- C. If the medical service provider sues the **insured** because **we** refuse to pay expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the **insured**, subject to the limit of liability for this coverage **We** will choose the counsel. **We** will also pay reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request. **We** will not pay any sanctions awarded or assessed against an **insured** due to intentional misrepresentation or concealment committed by that **insured** during the course of any lawsuit, associated discovery, or other proceedings.

## OTHER INSURANCE

- A. If there is other applicable insurance that provides coverage for **medical services** and/or funeral service expenses including, but not limited to, other motor vehicle medical payments coverage, health or medical insurance, personal injury protection coverage, no-fault coverage, worker's compensation or similar insurance, any insurance **we** provide shall be excess to all other collectible insurance and bonds.

- B. If there is any other insurance for **medical services** with the same priority as this Medical Payments Coverage, **we** will not pay more than **our** share of the unpaid covered **medical services**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits with the same priority.
- C. This Policy will be excess over any coverage afforded to a **permissive operator** of a **covered auto**.

## **PART C > COVERAGE FOR DAMAGE TO YOUR AUTO**

### **INSURING AGREEMENT**

- A. If **you** pay **us** the premium for this coverage and a stated amount is shown in the **Declarations Page** for the **covered auto** and its permanently attached equipment which has been installed by the factory, dealer or retailer, **we** will pay for **loss** caused by:
  1. **Collision** only if the **Declarations Page** indicates that **Collision** Coverage is provided for that **auto**;  
or
  2. **Comprehensive** only if the **Declarations Page** indicates that **Comprehensive** Coverage is provided for that **auto**; or
  3. **Fire and Theft with Combined Additional Coverage** only if the **Declarations Page** indicates that **Fire and Theft with Combined Additional Coverage** is provided for that **auto**.

**Our** payment will be reduced by the applicable deductible shown in the **Declarations Page**. No coverage will apply to any **additional auto** or **replacement auto** at any time if such **auto** or its use is not an acceptable risk under **our** Rules in effect at the time the **auto** is added to the Policy.

- B. If **you** pay **us** the premium for this coverage and there is no stated amount shown in the **Declarations Page** for the **covered auto**, **we** will pay for **loss** caused by:
  1. **Collision** only if the **Declarations Page** indicates that **Collision** Coverage is provided for that **auto**;  
or
  2. **Comprehensive** only if the **Declarations Page** indicates that **Comprehensive** Coverage is provided for that **auto**; or
  3. **Fire and Theft with Combined Additional Coverage** only if the **Declarations Page** indicates that **Fire and Theft with Combined Additional Coverage** is provided for that **auto**.

**Our** payment will be reduced by the applicable deductible shown in the **Declarations Page**. No coverage will apply to any **additional auto** or **replacement auto** at any time if such **auto** or its use is not an acceptable risk under **our** Rules in effect at the time the **auto** is added to the Policy.

### **INSURING AGREEMENT – FULL COMPREHENSIVE WINDOW GLASS COVERAGE**

If **you** pay the premium for Comprehensive Coverage, **we** will pay for sudden, direct, and accidental loss to a windshield on a **covered auto** that is not caused by a **collision**. All windshield repairs and replacements will be made without applying a deductible and with no out of pocket cost to the insured.

No coverage for windshield only damage shall apply unless **you** or the owner of the **covered auto** seeking coverage:

1. Cooperates with **us** in any matter concerning a claim, including but not limited to, providing any required documentation as outlined in this policy;
2. Promptly notifies **us** about any claim or loss, before any non-replacement repairs, replacement or calibration is commenced, by contacting **us** and reporting the damage to **our** Claims group; and
3. Allows **us** to have the damage to the **covered auto** for which coverage is sought inspected before commencement of any non-replacement repairs, replacement, calibration, or disposal of a windshield.

## ADDITIONAL EQUIPMENT AND PARTS COVERAGE

- A. If **you** pay **us** the premium for **Additional Equipment and Parts** Coverage and it is shown in the **Declarations Page** or on the applicable schedule, the limit of liability for **loss** to the **additional equipment and parts** specifically listed on the Application or on the applicable schedule will be the lowest of:
1. The **actual cash value** of such **additional equipment and parts** reduced by the applicable deductible shown in the **Declarations Page** and its salvage value if **you** or the **owner** retain the salvage.
  2. The amount shown as the declared value of the **additional equipment and parts** on the Application or applicable schedule reduced by the applicable deductible shown in the **Declarations Page** and its salvage value if **you** or the **owner** retain the salvage.
  3. The amount necessary to repair the **additional equipment and parts**, reduced by the applicable deductible shown in the **Declarations Page**.
  4. The amount necessary to replace the **additional equipment and parts**, reduced by the applicable deductible shown in the **Declarations Page** and reduced by its salvage value if **you** or the **owner** retain the salvage.
- B. **Additional Equipment And Parts** Coverage applies only if:
1. **You** have purchased **Collision** Coverage for the **covered auto** containing the **additional equipment and parts** and the **loss** falls under that coverage;
  2. **You** have purchased **Comprehensive** Coverage for the **covered auto** containing the **additional equipment and parts** and the **loss** falls under that coverage; or
  3. **You** have purchased **Fire and Theft with Combined Additional Coverage** for the **covered auto** containing the **additional equipment and parts** and the **loss** falls under that coverage.

## TRANSPORTATION EXPENSE COVERAGE

- A. **We** will pay Transportation Expense Coverage up to \$30 per day, not to exceed \$900, for temporary transportation expenses incurred by **you** because of the total theft of a **covered auto**. Transportation expenses apply only if:
1. They are incurred from a commercially licensed rental agency; and
  2. The **Declarations Page** indicates that **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** apply to that **auto**.
- B. **We** will only pay transportation expenses incurred during the period:
1. Beginning forty-eight (48) hours after **you** report the theft of a **covered auto** to **us** and the police; and
  2. Ending the earlier of:
    - a. When a **covered auto** is returned to use;
    - b. When a **covered auto** has been recovered and returned to **you** or its **owner**;
    - c. When a **covered auto** has been recovered and repaired;
    - d. When a **covered auto** has been replaced;
    - e. Seventy-two (72) hours after **we** make an offer to pay for the **loss** if the **covered auto** is deemed by **us** to be a total **loss** or unrecoverable; or
    - f. When **you** have incurred the maximum \$900 expense limit.

## SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay:

- A. Towing expenses which **we** consider reasonable, not to exceed \$1,000 per **loss**, to remove a **covered auto** that is non-drivable from the site of an **accident** or **loss** and transport it to a repair facility. This

applies only if the **Declarations Page** indicates that **Collision** Coverage, **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** applies to that **auto**.

- B. Storage expenses up to \$25 per day, not to exceed \$250 per **loss**, for storage charges. This applies only if **Collision** Coverage, **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** applies to that **auto**.

## **ADDITIONAL DEFINITIONS: PART C > COVERAGE FOR DAMAGE TO YOUR AUTO**

When used in this PART C:

- A. “**Collision**” means when a **covered auto** collides with another object or overturns.
- B. “**Comprehensive**” and “**Other Than Collision**” includes losses caused by:
1. Missiles or falling objects;
  2. Fire or lightning;
  3. Theft or larceny;
  4. Explosion or earthquake;
  5. Windstorm;
  6. Hail, flood or rising water;
  7. Malicious mischief or vandalism;
  8. Riot or civil commotion;
  9. Impact with a bird or animal; or
  10. Breakage of glass, except breakage of glass caused by a collision.
- C. “**Additional equipment and parts**” means installed equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance, function or performance of an **auto**. This includes, but is not limited to, such items as: body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; side exhausts; utility boxes; custom windows; custom painting; murals; decals or graphics.

**Additional equipment and parts** also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals or play back recorded media.

**Additional equipment and parts** does not include:

1. Booms, drill rigs, welders, winches or hazard lights not permanently attached to a **covered auto**;
  2. Chains, tarpaulins, binders, cargo securing devices, lifts or removable sides that are not permanently installed.
  3. Any custom paint work or body work, including lettering and decals and vehicle wraps.
- D. “**Finance agreement**” means a written lease or loan contract, entered into, as a part of **your** business pertaining to the lease or purchase by **you** of a **covered auto** and subject to a valid promissory note or written payment obligation contained in a lease, and security agreement or other written agreement establishing a security interest, executed concurrently with the purchase or lease of the **covered auto**.
- E. “**Fire and Theft with Combined Additional Coverage**” means **loss** caused by:
1. Fire or lightning;
  2. Smoke or smudge due to a sudden, unusual, and faulty operation of any fixed heating equipment serving the premises on which a **covered auto** is located;
  3. The stranding, sinking, burning, collision, or derailment of any conveyance in or upon which a **covered auto** is being transported;
  4. Windstorm, hail, earthquake, explosion, flood or rising waters;
  5. The forced landing or falling of any aircraft or its parts or equipment;
  6. External discharge or leakage of water except **loss** resulting from rain, snow, sleet, whether or not wind-driven;
  7. Malicious mischief or vandalism;
  8. Theft, larceny, robbery, or pilferage; or

9. Impact with a bird or animal. No losses other than those specifically described above will be covered under Fire and Theft with Combined Additional Coverage.

F. “**Original equipment manufacturer**” and “**OEM**” mean parts or items:

1. Produced and/or installed by the manufacturer of the **auto**; or
2. Produced by a vendor of the manufacturer of the **auto** that the manufacturer intends as a part of the **auto** or manufacturer’s option when new.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED UNDER PART C > COVERAGE FOR DAMAGE TO YOUR AUTO.**

A. **We** will not pay for:

1. **Loss:**

- a. Caused intentionally by, or at the direction of, **you** or any **family member**; or
- b. That is, or should be, reasonably expected to result from an intentional act of **you** or any **family member**;

even if the actual **loss** or damage is different than that which was intended.

2. **Loss** arising out of the **ownership**, maintenance or use of a vehicle while it is being used to carry **individuals** for compensation or a fee or as a public or livery conveyance, unless **you** have indicated to **us** in **your** Application that a **covered auto** is used for this purpose. This exclusion does not apply to shared-expense car pools whose members are on the way to or from the same place of employment.
3. **Loss** arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry property for compensation or a fee**, unless **you** have indicated to **us** in **your** Application that a **covered auto** is used for this purpose.
4. **Loss** to portable equipment, sound equipment, video equipment, transmitting equipment, devices, accessories and any other personal effects that are not permanently installed. This includes, but is not limited to:
  - a. Tapes, records, compact discs, DVDs or other recording or recorded media;
  - b. Any containers designed to carry or store tapes, records, compact discs, DVDs or other recording or recorded media;
  - c. Personal computers, telephones, DVD players, two-way mobile radios or televisions; or
  - d. Any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.
5. **Loss** to equipment designed or used for the detection or location of radar, laser or other speed measuring equipment or its transmission.
6. **Loss** to camper units or other detachable living quarter units.
7. **Loss** to pickup covers, caps or shells not permanently attached to a **covered auto**.
8. **Loss** to equipment such as booms, drill rigs, welders, winches or hazard lights not permanently attached to a **covered auto**.
9. **Loss** to chains, tarpaulins, binders, cargo securing devices, lifts or removable sides that are not permanently installed.
10. **Loss** to any custom paint work or body work, including lettering and decals.
11. **Loss** to booms, drill rigs, welders, winches or hazard lights not permanently attached to a **covered auto**.
12. **Loss** to equipment designed or used to jam or disrupt any speed measuring equipment.
13. Damage due and confined to:

- a. Wear and tear;
- b. Freezing;
- c. Mechanical, electronic or electrical breakdown or failure;
- d. Deterioration, rust or corrosion; or
- e. Blowouts, punctures or other road damage to tires.
- f. Engine resulting from the addition of improper fuel, diesel exhaust fluid or other fluid.

This exclusion does not apply if the damage results from the total theft of a **covered auto** to which Comprehensive Coverage or Fire and Theft with Combined Additional Coverage under this Policy applies.

- 14. **Loss** to a **covered auto** being maintained or used by any **person** while employed or otherwise engaged in any **motor vehicle business** unless that business is yours and it was so represented in **your** Application.
- 15. **Loss** to wearing apparel, tools or personal effects.
- 16. **Loss** that occurs while a **covered auto** is being used in any illicit trade or transportation or in the course of committing a **crime**. This does not apply to **loss** that occurs when the **covered auto** has been stolen.
- 17. **Loss** due to the use of a **covered auto** for transportation of any explosive substance, flammable liquid, or similarly hazardous material.
- 18. **Loss** to a **covered auto** while such **auto** is engaged in **racing**.
- 19. **Loss** to a **covered auto** while it is subject to any bailment lease, mortgage or other encumbrance not specifically declared and described in this Policy.
- 20. **Loss** to a **trailer you own** that is not shown in the **Declarations Page**.
- 21. **Loss** to a **covered auto** while in anyone else's possession under a written **trailer** exchange agreement provided that this exclusion shall not apply to a **loss** payee. If **we** pay the **loss** payee, **you** must reimburse **us** for payment.
- 22. **Loss** due to theft, larceny or **conversion** of a **covered auto** or its equipment:
  - a. By **you**, a **family member**, any other **individuals** listed as a driver in the **Declarations Page** or an **employee** or **temporary employee**;
  - b. Where there is no visible sign of forced entry into the **covered auto**; or
  - c. Prior to its delivery to **you**.
- 23. **Loss** to a **covered auto** due to or as a consequence of:
  - a. Destruction, seizure or confiscation by government or civil authorities including, but not limited to, destruction, seizure, or confiscation by any federal or **state** law enforcement officer in connection with any violation of any controlled substances law for which **you** are convicted; or
  - b. Repossession by any entity acting on behalf of the **owner** of the **covered auto**. This exclusion does not apply to the interests of **loss** payees in a **covered auto**. If **we** pay the **loss** payee, **you** must reimburse **us** for payment.
- 24. Damage caused directly or indirectly by any of the following:
  - a. Water leakage or seepage;
  - b. Wet or dry rot;
  - c. Rust or corrosion;
  - d. Dampness of atmosphere or extremes of temperature;
  - e. Deterioration or disintegration; or
  - f. Delamination; unless caused by any other **loss** covered under this PART C.
- 25. **Loss** arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of: (i) decomposing or

disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

26. **Loss** caused by or as any consequence of:
    - a. War, whether declared or undeclared;
    - b. Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution;
    - e. Radioactive contamination; or
    - f. **Nuclear exposure.**
  27. **Loss** to a **covered auto** while being used in any manner by an **undisclosed operator.**
  28. **Loss** to a **covered auto** while being used in any manner by any **individual** who is specifically excluded from coverage under this Policy by the **named insured**, if the **named insured** is an **individual**, or by an authorized representative if the **named insured** is an **organization.**
  29. **Loss** to a **covered auto** or its equipment prior to its delivery to **you.**
  30. Damage due and confined to:
    - a. Prior **loss** or damage;
    - b. Manufacturer's defects or faulty materials; or
    - c. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.
  31. **Loss** resulting from the purchase of a **covered auto** from any **person** other than the **auto's** rightful **owner.**
  32. Amounts incurred for:
    - a. Mileage;
    - b. Fuel;
    - c. Collision damage waiver;
    - d. Navigation devices;
    - e. Insurance; or
    - f. Tolls.
  33. **Loss** arising out of the operation of a **covered auto** by any driver who at the time of the **accident** does not possess the correct class of license for the **covered auto** being operated.
  34. Diminution in value.
  35. **Loss** arising out of the **ownership** or use of an **auto** while it is used by a transportation **network** company driver who is logged onto a transportation **network** company's digital **network** but is not engaged in a transportation **network** company prearranged trip or while the driver provides a transportation **network** company prearranged trip.
  36. **Loss** to a commercial auto when used as personal use.
- B. **We** do not provide coverage for **loss** arising out of the **ownership**, maintenance or use of:
1. Any vehicle that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer.**
  2. A **covered auto** that:
    - a. Has been rented, **leased**, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
    - b. Has been given in exchange for compensation;
    - c. Is under a conditional sales agreement by **you** to another; or

- d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling and is no longer in **your** possession.

## LIMIT OF LIABILITY

A. **Our** limit of liability for **loss** shall not exceed the lowest of the:

1. Actual cash value reduced by:
  - a. The applicable deductible shown in the **Declarations Page**; and
  - b. Its salvage value if **you** or the **owner** retain the salvage;
2. Amount necessary to replace the stolen or damaged property, or its parts if the **loss** is limited to parts, reduced by:
  - a. The applicable deductible shown in the **Declarations Page**; and
  - b. Its salvage value if **you** or the **owner** retain the salvage;
3. Amount necessary to repair the physical damage to the **covered auto**, or its parts if the **loss** is limited to parts, to return it to its pre-**loss** physical condition, reduced by the applicable deductible shown in the **Declarations Page**; or
4. Stated amount shown in the **Declarations Page**, reduced by:
  - a. The applicable deductible shown in the **Declarations Page**; and
  - b. Its salvage value if **you** or the **owner** retain the salvage.

However, if there is a finance agreement in place for the **covered auto**, subject to the Stated Amount shown in the **Declarations Page**, the most **we** will pay for a total **loss** where a finance agreement exists and the Stated Amount is equal to or greater than the outstanding financial obligation, is the greater of:

- a. The outstanding financial obligation under the finance agreement for the **covered auto**; or
- b. The **actual cash value** at the time of the **loss**.

In no event will **we** pay more than the Stated Amount shown in the **Declarations Page**

B. A deduction for **depreciation** and betterment will be made from the amount **we** will pay for repair or replacement of the damaged or stolen property, or any part thereof, if the repair or replacement results in better property or in a better part with regard to:

1. Its market value;
2. The useful life of the part; or
3. The improvement of the condition of the **auto** considering wear and tear and damage that existed prior to the **loss**.

**Our** adjustment to the amount payable by **us** due to betterment or **depreciation** on parts replaced includes, but is not limited to:

1. Batteries;
2. Tires;
3. Engines;
4. Transmissions; and
5. Any other parts that wear out over time or have a finite useful life or duration shorter than the life of the **auto** as a whole. This does not include external crash parts, wheels, windshields or other glass.

C. An adjustment for **depreciation** and betterment will be made in determining **actual cash value** in the event of a total **loss**.

D. In repairing damaged property, **we** may specify the use of mechanical, non-safety related automobile parts not made by the original manufacturer. These parts will be at least equal in terms of fit, quality, performance and warranty to the original manufacturer parts they replace. Warranties applicable to non-OEM parts may be provided by the manufacturer or distributor of these parts rather than the

manufacturer of the **covered auto**. If **we** specify the use of non-OEM parts, **we** will identify each such part on **your** repair estimate.

- E. In determining the amount necessary to repair the damaged parts, **we** will not pay more than the prevailing competitive labor rates charged in the area in which the property is to be repaired. **We** will also not pay more than the cost of repair or replacement parts as reasonably determined by **us**. **Our** liability for the cost of repairing damaged property is limited to the amount needed to perform physical repairs to the stolen or damaged property.
- F. If there is a stated amount **you** declared on the Application or endorsement for a specific **auto** shown in the **Declarations Page**, that stated amount is the most **we** will pay for **loss** to that **auto**, including its permanently attached equipment. However, if there is a finance agreement in place for the **covered auto**, subject to the stated amount shown in the **Declarations Page**, the most **we** will pay for a total **loss** where a finance agreement exists and the stated amount is equal or greater than the outstanding financial obligation, is the greater of:
  - 1. The outstanding financial obligation under a finance agreement for a **covered auto** at the time of the **loss**; or
  - 2. The **actual cash value** of the **covered auto** at the time of the **loss**.

In no event will **we** pay more than the stated amount shown in the **Declarations Page**.

- G. Further, if the stated amount **you** declared on the Application or endorsement is less than 90% of the **actual cash value** at the time of **loss** to a **covered auto**, **you** will share with **us** in the cost of repair or replacement as follows:
  - 1. **We** will pay the same portion (rounded to the nearest whole percent) of the **loss** which the stated amount bears to 90% of the **actual cash value** of a **covered auto** at the time of **loss**.
  - 2. **We** will reduce the payment of **loss** by the Auto Damage deductible shown in the **Declarations Page** after calculating the proportionate amount **we** will pay.

For illustrative purposes only, the following example provides steps for calculating the proportionate amount **we** will pay:

Stated Amount = \$8,000

**Actual cash value** (ACV) = \$10,000

90% of ACV = \$9,000

Deductible = \$1,000

Loss Amount = \$4,000

Stated Amount / 90% of ACV = Proportionate Amount

\$8,000 / \$9,000 = 89%

(Loss Amount – Deductible) x Proportionate Amount

= Amount Paid by **us**: (\$4,000 - \$1,000) x .89 = \$2,670

- 3. If the stated amount is equal to or greater than the **actual cash value**, your share is the Auto Damage deductible shown in the **Declarations Page**.
- H. In the event of a total **loss** to an **auto** listed in the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the key to such **auto** at **our** request. If **we** are not provided the key to such **auto**, **we** will reduce any amount payable to **you** by \$250 because of:
  - 1. The cost in duplicating the key; or
  - 2. The **loss** in salvage value. This provision will not apply if **you** retain the salvage.
- I. Payments for **loss** covered under this PART C are subject to the terms set forth here:
  - 1. If a **loss** involves multiple **covered autos**, the applicable deductible shown in the **Declarations Page** for each **covered auto** shall apply.

2. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:
    - a) Original manufacturer parts or equipment; and b) Non-OEM parts or equipment.
  3. The **actual cash value** is determined by the market value, age and condition of the vehicle at the time the **loss** occurs.
  4. Duplicate recovery for the same elements of **loss** is not permitted. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and:
    - a. Any other coverage provided by this Policy; or
    - b. Under any other insurance or source of recovery.
  5. If **your covered auto** is an **additional auto** that **you** have requested to be added to **your** Policy within 7 days of **your** acquisition of the **auto**, and no deductible has been designated for the **additional auto** prior to the **loss**, then **we** will apply the highest deductible listed for any one **auto** listed in the **Declarations Page**.
- J. If **we** pay **your** financial obligation under a finance agreement, **we** will not pay:
1. Overdue finance agreement payments including any type of late fees or penalties;
  2. Financial penalties imposed under a finance agreement for excessive use, abnormal wear and tear, or high mileage;
  3. Security deposits not normally refunded by the lessor or lender;
  4. Cost of finance agreement related products such as, but not limited to, Credit Life Insurance, Health, **Accident** or Disability Insurance purchased by **you**;
  5. Carry-over balances from previous finance agreements or other amounts not associated with the **covered auto**; or
  6. Unpaid principal included in the outstanding finance agreement balance that was not used by **you** to purchase the **covered auto**.
- K. The payment for a loss to a covered auto, non-owned auto, or permanently attached equipment does not include the payment of fees, including, but not limited to title, transfer, registration, and dealership fees.
- L. To determine the amount necessary to repair the damaged property to its pre-loss physical condition as referred to in Paragraph A., the total cost of necessary repairs will be reduced by:
1. The cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the **accident** and that is eliminated as a result of the repair or replacement of property damaged in the **loss** . This adjustment for physical condition includes, but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges, and peeling paint;
  2. An amount for depreciation (also referred to as betterment) that represents a portion of the cost of mechanical parts (parts that wear out over time and have a useful life typically shorter than the life of the **auto** as a whole) that are installed as replacements for existing mechanical parts that were defective, inoperable or nonfunctional prior to the **accident**, which **we** deem necessary to replace in the course of repair; and
  3. An amount for depreciation (also referred to as betterment) on high wear parts that have a measurable life, such as tires, batteries, engine or transmission, determined by the proportional increase in the useful life of the replacement part when compared to the replaced part . For example, if **we** replace a 24-month old battery that had a manufacturer's rated life of 60 months with a new 60-month rated battery, **our** payment for the battery is reduced by 40 percent and **you** are responsible to pay that 40 percent portion of the cost of the battery .

## PAYMENT OF LOSS

- A. At **our** option, **we** may:
1. Pay for, repair or replace damaged or stolen property;
  2. Return the stolen property to **you** or to the address last known by **us** at **our** expense. **We** will pay for direct physical damage to a **covered auto** resulting from the theft subject to the LIMIT OF LIABILITY section; or
  3. **We** may keep all or part of the damaged or stolen property at the agreed or appraised value, but there shall be no abandonment to **us**.
- B. **We** may make payment for a **loss** to **you**, the **owner** of the property, the repair facility or to any applicable lienholder and/or **loss** payee. Payment for a **loss** is required only if **you** have fully complied with the Policy provisions.
- C. When **we** make a payment of any amount due under this PART C to **you**, the lienholder and/or **loss** payee or to anyone on **your** behalf, if the Policy has cancelled or expired **we** may deduct from the payment any premium or fees that are due and unpaid under the Policy.
- D. If **we** make a payment for theft or total **loss** of an **auto**, **you** or the **owner** must transfer the title of that **auto** to **us** at or before the time of payment, unless **you** or the **owner** keep the salvage of a totaled **auto**.
- E. A party with an additional interest in a **covered auto** shall have no greater rights than **your** rights to recover for a **loss**.
- F. Regardless of the damage to a **covered auto**, no vehicle may be abandoned with **us**.
- G. In the repair of your **covered auto**, **we** may specify the use of parts not made by the original manufacturer.
- H. No deductible will apply to a loss to window safety glass.

## PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered auto** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered auto** to a secure, storage-free inspection facility.

## NO BENEFIT TO BAILEE

This insurance shall not in any way benefit directly or indirectly any **person** or other bailee caring for or handling property for a fee.

## OTHER SOURCES OF RECOVERY

If other insurance covers the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total limits of all applicable limits. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.

## APPRAISAL

- A. If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent, licensed, and impartial appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The two appraisers will select an umpire.

If the appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county in which the property covered is located, select an umpire. The appraisers shall then appraise the **loss**, stating separately the **actual cash value** and **loss** to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with **us** shall determine the amount of **actual cash value** and **loss**. Each party will:

1. Pay its chosen appraiser; and

2. Bear the expenses of the appraisal and umpire equally.
- B. **We** do not waive any of **our** rights under this Policy by agreeing to an appraisal.
- C. Appraisers have authority only to decide the amount of the **loss**. The appraisers have no authority to:
1. Make any coverage decisions under the Policy; or
  2. Award any fees, interest or costs.

### **LOSS PAYABLE CLAUSE**

- A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the **loss** payee shown in the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.
- B. The **loss** payee's interest will not be protected if the **loss** results from **your** fraudulent acts or omissions, **conversion**, secretion or embezzlement of a **covered auto** or if the **loss** is not payable to **you** under the terms of this Policy.
- C. **We** reserve the right to cancel or non-renew this Policy as permitted by policy terms and **state** law. The cancellation or nonrenewal shall terminate this agreement as to the **loss** payee's interest. If **we** are required by law or regulation to give the **loss** payee notice of cancellation, **we** will give such notice in accordance to such law or regulation. In addition, any continuance of coverage protecting the **loss** payee's interest shall terminate on the effective date of a policy contract or insurance binder for similar coverage issued by another insurance carrier.
- D. In the event the **loss** payee makes a claim under this Policy, the **loss** payee shall be required to abide by all terms and conditions of this Policy applicable to **you** and shall have no greater rights than **you** to receive payment.
- E. When **we** pay the **loss** payee, **we** shall, to the extent of payment, be subrogated to the **loss** payee's rights of recovery.
- F. This clause has no effect if the name of the **loss** payee is not shown in the **Declarations Page**.

### **GENERAL PROVISIONS**

#### **ADDITIONAL DEFINITIONS USED IN THIS SECTION**

- A. "**Mail**", "**mailing**" or "**mailed**" means:
1. Delivery by **us** to any of the following:
    - a. United States Postal Service; or
    - b. Public or private mail carrier;
    - c. Electronic transmission, if not prohibited by state law, including but not limited to email; or
    - d. Any other methods allowed by law.
- B. "**Proof of mailing**" means sufficient evidence that a correspondence or notice has been presented to the United States Postal Service for mailing. Proof of mailing includes, but is not limited to, any form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service, including a Certificate of Bulk Mail or any other form allowed by **state** law.

#### **BANKRUPTCY**

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this Policy. If execution of a judgment against an **insured** is returned unsatisfied because of the bankruptcy or insolvency of the **insured**, a **person** claiming damages under PART A > LIABILITY COVERAGE may maintain an action against **us** for the amount of the judgment, subject to the terms and conditions of this Policy and not exceeding **our** Limits of Liability under PART A.

## CHANGES

- A. This Policy, along with the **Declarations Page**, as amended, and Application, which are incorporated into and made part of this Policy as if attached hereto, and any endorsements issued by **us**, contain all the agreements between **you** and **us**. Its terms may not be changed or waived except in writing by **us**.
- B. The premium for each **covered auto** is based on information **we** have received from **you** or other sources. **You** agree:
1. That if any of this information material to the development of the Policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period or take other appropriate action.
  2. To cooperate with **us** in determining if this information is correct and complete.
  3. That **you** have a continuing duty to advise **us** of any changes such as the following which **we** consider material to the development of the Policy premium:
    - a. The number or types of **covered autos** including when **you** acquire, sell or dispose of an **auto**;
    - b. The driver(s) or **operator(s)** using the **autos insured** under **your** Policy (either additions or deletions);
    - c. People **residing** in **your** household;
    - d. **Your** mailing or business address;
    - e. The principal place where **you** garage any of the **autos insured** under this Policy changes;
    - f. The use of **autos insured** under **your** Policy;
    - g. **You**, a **family member** or a permissive driver obtains a driver's license or **operator's** permit or has a driver's license revoked, suspended or reinstated;
    - h. The marital status of **you**, a **family member** or any regular **operator**;
    - i. Coverages, coverage limits or deductibles;
    - j. Eligibility for discounts or surcharges or other premium credits or debits; or
    - k. Other factors permitted by law.
- C. Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may include, but are not limited to, changes in:
1. Autos **insured** under the Policy;
  2. Use of the **autos insured** under the Policy;
  3. Drivers;
  4. Coverages or coverage limits;
  5. Principal place where **you** garage any of the **autos insured** under this Policy;
  6. Eligibility for discounts or surcharges or other premium credits or debits;
  7. Marital status; or
  8. Other factors permitted by law.
- D. **We** may revise **your** Policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** Policy will automatically provide the additional coverage as of the date the revision is effective in **your state**. This does not apply to changes made with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is made through introduction of a subsequent edition of **your** Policy or an amendatory endorsement.
- E. If **you** ask **us** to delete an **auto** from coverage, no coverage will apply as of the date and time **you** ask **us** to delete such **auto**.
- F. If **we** make a change to this Policy during the policy period that broadens any coverage without an additional premium charge, **you** will have the broadened coverage if that coverage is in effect on the date of change. The effective date of a change will be the date **we** implement that change in the **state** in which the Policy is written.

- G. Notice to any agent or knowledge possessed by an agent or other **person** shall not change, effect or waive any portion of this Policy nor stop **us** from asserting any of **our** rights under this Policy.
- H. Nothing contained in this section will limit **our** right to rescind or void this Policy for fraud, misrepresentation or concealment of any material fact by **you**, or anyone acting on **your** behalf.

### CONTINUING DUTY TO REPORT CHANGES

- A. **You** have a continuing duty to report to **us** all changes, including additions and deletions, in policy information. This includes, but is not limited to, changes in:
  - 1. **Your** mailing address or **your** residence address;
  - 2. The principal garaging address of any **covered auto**;
  - 3. The residents in **your** household;
  - 4. The **individuals** of legal driving age **residing** in **your** household;
  - 5. The **individual(s)** who operate a **covered auto**;
  - 6. An **operator's** marital status; or
  - 7. The driver's license or **operator's** permit status of **you**, a **family member**, or a regular **operator**.
  - 8. The use of the **autos insured** under the Policy, this includes the use of the vehicle to carry **persons** or property for compensation or a fee, **TNC prearranged trips**, limousine, or taxi service, livery conveyance, including not-for-hire livery, or for retail or wholesale delivery, including but not limited to, the pick-up, transport, or delivery of magazines, newspapers, mail, or food.

If **you** fail to inform **us** of any changes within 30 days, **we** may void coverage as provided under the Misrepresentation and Fraud section.
- B. All new **employees** must be added to the policy within thirty (30) days of their hire date.

### SETTLEMENT OF CLAIMS

**We** may use estimating, appraisal, or injury evaluation systems or tools to determine any amounts to be paid under this Policy. These systems or tools may be developed by **us** or by third parties and may include computer software, databases and special technology.

### LEGAL ACTION AGAINST US

- A. No legal action may be brought against **us** until there has been full compliance with all the terms of this Policy. In addition, under PART A > LIABILITY COVERAGE, no legal action may be brought against **us** unless:
  - 1. **We** agree in writing that the **insured** has an obligation to pay for damages due to a covered **accident**;  
or
  - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No **person** has any right under this Policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of an **insured**.
- C. If **we** pay the **actual cash value** of a **covered auto**, less deductible, **we** are entitled to all or part of the salvage at the agreed or appraised value. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so. **You** do not have the right to abandon salvage to **us**.
- D. Except as provided for in this Policy, any lawsuit against **us** for benefits under any part of this Policy, or any lawsuit filed against **us** by an **insured** following an **accident**, must be commenced within the time period set forth in the **bodily injury** statute of limitations in the law of the **state** where the **accident** occurred.

### OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this Policy and the **person** to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That **person** shall:

1. Do whatever is necessary to enable **us** to exercise **our** rights;
2. Do nothing after an **accident** or **loss** to prejudice **our** rights;
3. Deliver to **us** any legal papers relating to that recovery;
4. Take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible **person**. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery; and
5. Execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

However, **our** rights under this paragraph A. do not apply under PART C > COVERAGE FOR DAMAGE TO YOUR AUTO of this Policy against any **person** using a **covered auto** with the **owner's** express or implied permission.

- B. If **we** make a payment under this Policy and the **person** to or for whom payment is made recovers damages from another, that **person** shall:
1. Hold in trust for **us** the proceeds of the recovery; and
  2. Reimburse **us** to the extent of **our** payment. In the event recovery has already been made from the responsible party, any rights to recovery by the **person(s)** claiming coverage under this Policy no longer exist.
- C. If **we** pursue recovery from a liable party:
1. **You** permit **us** to seek recovery of any deductible that may apply, but **we** have no duty to do so. **We** will notify **you** if **we** do not intend to collect the deductible.
  2. **We** reserve the right to compromise or settle the deductible and **property damage** claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by:
    - a. A settlement agreement entered into by **us** and the liable party; or
    - b. The outcome of appraisal or arbitration.
  3. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.
  4. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred due to the recovery.
- D. If **we** make a payment to, or on behalf of, anyone **insured** under this Policy which is not covered by this Policy but is compelled by law then, to the extent allowed by law, **you** must reimburse **us** to the full extent of all **loss** or damages paid by **us** and **our** claims adjustment expenses.

## **POLICY PERIOD AND TERRITORY**

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

This Policy also applies to covered accidents or covered losses while the **auto insured** under this Policy is being transported between their ports.

## PREMIUM DUE ON POLICIES

- A. An affiliate or business partner of ours may provide **you** with special offers that may be applied toward the premium to purchase a policy issued by **us**. **We** may also provide **you** with special offers that may be applied toward the purchase of products offered by an affiliate or business partner of ours.
- B. In addition, **our** affiliate or business partner may:
  - 1. Provide **you** with special offers toward the purchase of a product or service provided through or by **our** affiliate or business partner;
  - 2. Make a contribution on **your** behalf to an educational or charitable fund under a program sponsored through or by **our** affiliate or business partner; or
  - 3. Make a contribution toward any educational or charitable fund of **your** choice.

## POLICY TERMINATION

### A. Cancellation

The **named insured** may cancel this policy by advising **us** when at a future date the cancellation is to be effective. However, the **named insured** may not cancel a policy that has **PIP** and/or property damage liability during the first 2 months after the effective date of the initial policy period, except as follows:

- 1. The **insured car(s)** is totally destroyed;
- 2. **Ownership** of the **insured car(s)** is transferred;
- 3. Another policy covers the **insured car(s)**;
- 4. The **named insured** has been charged an incorrect premium for the coverage(s) set forth in the original **Application** and **we** have given notice of the extra premium due; or
- 5. The **named insured** is a military service member called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required.

If the **named insured** has been charged an incorrect premium for the coverage(s) in the first **Application**, **we** will give notice to the **named insured** that more premium is due. When the **named insured** gets that notice, the **named insured** may:

- 1. Pay the extra amount of premium due and maintain the policy in full force under its original terms. This must be done within 10 days from receipt of the notice from **us** to pay the extra amount of premium due;
- 2. Cancel this policy and request a refund of any unearned premiums. This must be done by giving **us** notice of such within 10 days from receipt of the notice from **us** to pay the extra amount of premium due; or
- 3. To do nothing, in which case **we** will then cancel the policy effective no less than 14 days after the date of the notice from **us** to pay the extra amount of premium due.

**We** may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice of cancellation will be mailed at least:

- 1. 10 days before the effective date of cancellation if due to **failure to pay premium**; or
- 2. 45 days before the effective date of cancellation if this policy is to be cancelled for any other reason.

**We** may cancel this policy for any lawful reason during the first 59 days of the first policy period. But, **we** will not cancel a policy that has **PIP** and/or property damage liability coverage for **failure to pay premium** during the first 59 days this policy is in effect unless the reason **we** cancel is due to the issuance of a payment for the premium that is dishonored for any reason. When this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

- 1. The **failure to pay premium**;
- 2. For material misrepresentation or fraud when applying for this policy;
- 3. **You** or a **relative** submit a fraudulent claim; or

With respect to cancellation, this policy is neither severable nor dividable. Any cancellation will be effective for all persons and all vehicles.

If this policy is cancelled, coverage will not be provided as of the date and time shown in the notice of cancellation.

If **we** decide to cancel this policy, **our** decision will not be based on the lawful use, possession, or ownership of a firearm or ammunition by the insurance applicant, **insured**, or a household member of the applicant or **insured**.

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a notice or condition of cancellation.

If this policy is cancelled by **us** for any reason other than **failure to pay premium**, any refund due will be computed on a daily pro-rata basis and will be mailed within 15 days after the effective date of the cancellation.

If this policy is cancelled at **your** request or due to **failure to pay premium**, any refund due will be calculated at a 90% of pro rata basis. Any refund due will be mailed within 30 days after the effective date of the cancellation or receipt of **your** request for cancellation, whichever is later.

**We** will refund 100 percent of the unearned premium if the **named insured** is a servicemember, as defined in Fla. Stat. § 250.01, who cancels because he or she is called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required. **We** may require a servicemember to submit either a copy of the official military order or a written verification signed by the servicemember's commanding officer to support this refund. If **we** cancel this policy, **we** will refund 100 percent of the unearned premium to the servicemember.

If **we** decide to not to renew this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least 45 days before the end of the policy period.

## **B. Nonrenewal**

If **we** decide not to renew or continue this policy, **we** will mail notice of nonrenewal to the first named insured shown on the **declarations page** at the last known address appearing in **our** records. Notice will be mailed at least 45 days before the end of the policy period.

## **C. Automatic Termination**

1. If **we** offer to renew or continue **your** Policy and **you** or **your** representative do not accept, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.
2. If other insurance is obtained on a **covered auto**, any similar insurance provided by this Policy will terminate as to that **auto** on the effective date of the other insurance even if the other insurance policy contains less coverage or lower limits.
3. If a **covered auto** is sold or transferred to someone other than **you** or if **you** are an **individual**, a **family member**, insurance provided by this Policy will terminate as to that **auto** immediately upon the sale or transfer.
4. If neither **you** nor, if **you** are an **individual**, a **relative**, have an insurable interest in a **covered auto**, any insurance **we** provide with respect to that **auto** shall terminate.
5. Nothing in this **POLICY TERMINATION** section shall waive **our** rights to void this Policy, if permitted by law.

## D. Reinstatement Of Coverage

- A. Policies that have been canceled, terminated, nonrenewed or expired may be eligible, at **our** discretion, for reinstatement of coverage. Requirements for reinstatement include but are not limited to:
  - a. No **accidents** or **losses** against the Policy during the canceled, terminated, nonrenewed or expired period; and
  - b. All money due on the Policy must be received.
- B. If there was an **accident** or **loss** against the Policy during the canceled, terminated, nonrenewed or expired period, then the reinstatement will be voided, if allowed by law, and the Policy will remain canceled, terminated, nonrenewed or expired.
- C. If the Policy is reinstated and the payment received is not honored for any reason, the reinstatement will be voided, if allowed by law, and the Policy will remain canceled, terminated, nonrenewed or expired.

## E. Proof of Notice

**We** may mail or deliver any notice to the **named insured**. Sufficient proof of notice shall be made by:

- 1. United States postal proof of mailing, or certified or registered mailing, of notice to the **named insured** at the address shown in the policy for any notice that:
  - a. The policy is cancelled;
  - b. The policy is not to be renewed;
  - c. Includes the reasons for cancellation; or
  - d. **Our** intent is to issue a policy by another insurer under the same ownership or management;
- 2. Any type of proof of mailing or delivery of any other notice.

## F. Our Right to Void for Failure of Initial Payment

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium.

If **your** initial down-payment is not honored for any reason when first presented for payment to **your** bank or financial institution, this policy is void as if never issued, and there will be no coverage at any time. If this policy is void, **we** will not cover any claims, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** void the policy.

**We** will not void this policy from its inception, but only if the initial down-payment of premium that was returned unpaid is then cured within the earlier of:

- 1. 5 days after actual notice, sent by certified mail, is received by the **named insured**; or
- 2. 15 days after notice is sent to the **named insured** by certified or registered mail.

## TRANSFER OF YOUR INTEREST IN THIS POLICY

**Your** rights and duties under this Policy may not be assigned without **our** written consent. However, upon the death of the **named insured**, if an **individual**, coverage will be provided until the end of the Policy period or cancellation date, whichever is earlier, for:

- 1. The **named insured's** surviving spouse, if such **person resides** in the **named insured's** household at the time of the **named insured's** death. Coverage applies to the spouse as if a **named insured** shown in the **Declarations Page**.

2. The legal representative of the deceased **individual** while acting within the scope of the duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use a **covered auto**.
3. Any **person** having proper custody of a **covered auto** until a legal representative is appointed but in no event for more than thirty (30) days after the date of such death.

## MISREPRESENTATION AND FRAUD

This policy was issued in reliance upon the information provided on **your** insurance application . **We** may void this policy pursuant to Florida Statute 627.4133 governing the termination of a policy for intentional concealment or misrepresentation of a material fact, including after the occurrence of an **accident** or **loss**, if **you**:

- A. Made incorrect statements or representations to **us** with regard to any material fact or circumstance;
- B. Concealed or misrepresented any material fact or circumstance; or
- C. Engaged in fraudulent conduct;

at the time of application. This means **we** will not be liable for any claims or damages that would otherwise be covered.

Any changes **we** make at **your** request to this policy after inception will be made in reliance upon information **you** provide. If **you**:

- A. Make incorrect statements or representations to **us** with regard to any material fact or circumstance;
- B. Conceal or misrepresent any material fact or circumstance; or
- C. Engage in fraudulent conduct;

in connection with a requested change, **we** may void the policy or reform it as it existed immediately prior to the requested change . **We** may do this pursuant to Florida Statute 627.4133 governing the termination of a policy for intentional concealment or misrepresentation of a material fact, including after the occurrence of an **accident** or **loss**.

When **we** have not voided or reformed the policy, **we** may still deny coverage for an **accident** or **loss** if **you**, in connection with the policy application, or in connection with any requested change, have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, and that concealment, misrepresentation, or fraudulent conduct was material to a risk **we** assumed .

**We** may deny coverage for an **accident** or **loss** if **you** or any other insured knowingly concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim . **We** reserve all rights to indemnity against a person committing fraud or misrepresentation for all payments made and costs incurred.

## INSPECTION AND AUDIT

- A. **We** shall have the right to inspect **your** property and operations at any time. This includes, but is not limited to, the right to inspect and audit the maintenance of any **covered auto**, the identity of **your** drivers and their driving records, and **your** radius of operations. In doing so, **we** do not warrant that the property or operations are safe or healthful or are in compliance with any law, rule or regulation.
- B. **We** shall also have the right to examine and audit **your** books and records at any time during the policy period and any extensions of that period and within three years after termination of the Policy, as far as they relate to the subject matter of this insurance.

## UNPAID PREMIUM AND FEES

When **we** make payment to **you** or the **loss** payee, as interests may appear, or to anyone on **your** behalf for any first party claim made by **you** under this Policy if the policy has been cancelled or expired **we** may deduct from the payment any premium or fees that are due and unpaid under the Policy.

## TWO OR MORE AUTO POLICIES

If this Policy and any other **auto** policy issued by **us**, or any company affiliated with **us**, apply to the same **accident** or **loss**, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. However, no one will be entitled to receive duplicate payments for the same elements of damage.

## TERMS OF POLICY CONFORM TO STATUTES

If any provision of this Policy fails to conform to the statutes of the **state** in which this Policy is written, the provision shall be deemed to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this Policy shall be governed by the law of the **state** in which this Policy is written.

## PAYMENTS FOR UNDISCLOSED OPERATORS AND EXCLUDED DRIVERS

If **we** are required by any law, judgement, ruling, or regulation to provide any coverage or make any payment under **your** policy as a result of an **accident** or **loss** in which a **covered auto** is being operated by an **undisclosed operator** or excluded driver then **we** will only be responsible to pay up to the minimum limit for **bodily injury** or **property damage** required by the compulsory or financial responsibility law in the **state** in which this Policy is issued regardless of the limits of liability shown in the **Declarations Page** for that coverage. Further, **you** will be responsible for any payments required by law, judgment, ruling, or regulation in excess of those minimum financial responsibility limits as well as for reimbursing **us** for any payment made on behalf of **you** or any **insured** that results from an **undisclosed operator** or excluded drivers' use of a **covered auto**.

## JOINT AND INDIVIDUAL INTERESTS

**You** may change or cancel this Policy; however, **your** action(s) shall be binding on all **persons** provided coverage under this Policy.

## ELECTRONIC SIGNATURE

- A. **You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:
1. A signature on any form or document; or
  2. A letter or document to be notarized, verified, acknowledged or made under oath; the electronic signatures will satisfy this requirement if the signature of the **individual** authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.
- B. **You** and **we** agree that electronic signatures shall include, but are not limited to, any assent; acceptance; agreement; election; selection and rejection sent via e-mail; internet; text message; or fax; or done as a recorded telephonic signature or assent, when done with the intent of the **person** to be bound, as if signed in writing.

## LIMITATION OF USE

**You** agree that the premium charged for the coverages shown in the **Declarations Page** is based on the commercial use of the **autos** described in the Policy. **You** also agree that the **autos** will be confined during the policy period to the territory within the stated mile radius of the city or town where the **autos** are principally garaged as shown in the **Declarations Page**. **Your** representations to **us** as to the commercial use and territory of the **covered autos** is material to **our** agreement to issue this policy and to the determination of the policy premium. **We** reserve the right to rescind this policy if **you** have made a material misrepresentation of the commercial use or territory.

## CHOICE OF LAW

By accepting this Policy, **you** agree that any dispute shall be governed by the laws of the State in which **your** policy was issued without regard to conflict of law provisions.

## MEXICO - COVERAGE EXCLUSION WARNING

- A. **Accidents** in Mexico are subject to laws of Mexico, not the laws of the United States. Under Mexico law, **accidents** are considered a criminal offense as well as civil matter.
- B. This policy does not provide coverage for any claim arising from an **accident** or **loss** involving a **covered auto** or an **auto** you do not **own** while in Mexico.

**Important Notice:** This Policy does not satisfy the laws of Mexico that require **operators** of **motor vehicles** in the Republic of Mexico to purchase Liability Coverage from an insurer licensed in the Republic of Mexico. **You** are required to buy that insurance to operate a **motor vehicle** in Mexico but **we** cannot sell or give **you** that insurance

## OTHER INSURANCE

When an **auto** owned by a licensed automobile dealer is loaned to **you** without a fee for demonstration purposes, as a promotional courtesy **auto** or as a courtesy **auto**, primary insurance shall be provided by this Policy for **you** or an **employee** of yours while using the demonstration **auto**, promotional courtesy **auto** or courtesy **auto**. Coverage provided by the dealer or dealer's insurer shall apply as excess coverage. In witness whereof, **we**, as officers of the Company, have caused this Commercial Automobile Policy to be executed and attested. If required by **state** law, this Policy shall not be valid unless countersigned by **our** authorized representative.

**IN WITNESS WHERE OF**, the Company has caused this policy to be executed and attested.

*Signatures*



**President**



**Secretary**



**Authorized Representative**

THE FOLLOWING PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER FLCA PIP APPEARS ON YOUR DECLARATIONS PAGE.

## PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply. **We** agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

### INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Personal Injury Protection Coverage and this form number shows on the **Declarations Page**, **we** will pay benefits which an **insured** is entitled to receive pursuant to the Florida Motor Vehicle No-Fault Law, as amended, because of **bodily injury**:

1. Caused by an **accident**;
2. Sustained by an **insured**; and
3. Arising out of the ownership, maintenance or use of an **auto**.

Personal Injury Protection Coverage benefits consist of:

1. **Medical benefits**;
2. **Disability benefits**; and
3. **Death benefits**.

### ADDITIONAL DEFINITIONS

When used in this endorsement:

- A. “**Auto**” means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of the State of Florida and any trailer or semi-trailer designed for use with such self-propelled vehicle. An **auto** does not include:
  1. A mobile home; or
  2. Any motor vehicle which is used in mass transit, other than public school transportation, and designed to transport more than five passengers not including the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.
- B. “**Death benefits**” means benefits of \$5,000 payable per individual if an **insured** dies because of injury covered under this endorsement.
- C. “**Disability benefits**” means 60 percent of any **work loss** per **insured** from inability to work proximately caused by the injury sustained by the **insured**. **Disability benefits** also include all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those services that, but for the **bodily injury**, the **insured** would have performed without income for the benefit of his or her household.
- D. “**Emergency medical condition**” means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following: (a) serious jeopardy to patient health; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

- E. **“Insured”** means:
1. If the named insured shown on the **declarations page** is a natural person:
    - a. **You** or any **resident relative** sustaining **bodily injury** while **occupying** an **auto** or when struck by an **auto** while not **occupying** a self-propelled vehicle;
    - b. Any person sustaining **bodily injury** while **occupying** a **covered auto, temporary substitute auto, or trailer** while attached to a **covered auto**; or
    - c. Any person, if a resident of Florida, sustaining **bodily injury** when struck by a **covered auto** or **temporary substitute auto** while not **occupying** a self-propelled vehicle; and
  2. If the named **insured** shown on the **declarations page** is a corporation, partnership, organization or any other entity that is not a natural person:
    - a. Any person sustaining **bodily injury** while **occupying** a **covered auto, temporary substitute auto, or trailer** while attached to a **covered auto**; or
    - b. Any person, if a resident of Florida, sustaining **bodily injury** when struck by an **covered auto** or **temporary substitute auto** while not **occupying** a self-propelled vehicle.
- F. **“Medical benefits”** means 80 percent of all reasonable expenses incurred for **medically necessary** medical, surgical, x-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services. All of the following statutory references are to Florida law. **Medical benefits** are limited to:
1. Services and care received within the initial 14 days after the motor vehicle accident, or
  2. Follow-up services and care received beyond the initial 14 days after the motor vehicle accident if services and care have been previously received within the initial 14 days after the motor vehicle accident, and a referral for more services and care has been provided by a statutorily authorized provider, and the follow-up services and care are consistent with the underlying medical diagnosis.

**Medical benefits** provide reimbursement for:

- a. Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment, or
- b. Upon referral by a provider described in subparagraph 1), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to subparagraph 1) which may be provided, supervised, ordered, or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced practice registered nurse licensed under chapter 464. Follow-up services and care may also be provided by the following persons or entities: a) hospital or ambulatory surgical center licensed under chapter 395, b) an entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners, c) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals, d) a physical therapist licensed under chapter 486, based upon a referral by a provider described in this subparagraph, e) a health care clinic licensed under part X of chapter 400 which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or (i) has a medical director licensed under chapter 458, chapter 459, or chapter 460; (ii) has been continuously licensed for more than 3 years or is a publicly traded corporation that issues

securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and (iii) provides at least four of the following medical specialties: (A) General medicine, (B) Radiography, (C) Orthopedic medicine, (D) Physical medicine, (E) Physical therapy, (F) Physical rehabilitation, (G) Prescribing or dispensing outpatient prescription medication, (H) Laboratory services.

3. **Medical benefits** do not include massage, as defined in FL. St. 480.033, or acupuncture, as defined in FL. St. 457.102, regardless of the person, entity or licensee providing the massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for **medical benefits**.
- G. **“Medically necessary”** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
1. In accordance with generally accepted standards of medical practice;
  2. Clinically appropriate in terms of type, frequency, extent, site, and duration; and
  3. Not primarily for the convenience of the patient, physician, or other health care provider.
- F. **“Owned”** means the person:
1. Holds legal title to the vehicle;
  2. Has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
  3. Has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six months or more.
- G. **“Owner”** means the person who, with respect to a vehicle:
1. Holds legal title to the vehicle;
  2. Has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
  3. Has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six months or more.
- H. **“Peer-to-peer car sharing”** means the authorized use of a **shared vehicle** by an individual other than the vehicle **owner** through a **peer-to-peer car sharing program**.
- I. **“Peer-to-peer car sharing program”** means a business platform that enables **peer-to-peer car sharing** by connecting motor vehicle **owners** with drivers for financial consideration.
- J. **“Resident relative”** means a relative of any degree by blood or by marriage, or who is adopted, a foster child, or a ward of the state, and who usually makes his or her home in the same family unit, whether temporarily living elsewhere.
- K. **“Shared vehicle”** means a vehicle that is shared or available for sharing through a **peer-to-peer car sharing program**.
- L. **“Temporary substitute auto”** means any **auto you** do not own while used with the permission of its **owner** as a temporary substitute for a **covered auto** that has been withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. However, **temporary substitute auto** does not include any **auto** available for the regular or frequent use of **you**, a **relative**, or **your employees** unless that **auto** is insured under a separate policy of insurance that provides at least the minimum required limits of financial responsibility under the applicable state and federal laws.
- M. **“Work loss”** means loss of gross income and loss of earning capacity.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT UNDER THIS ENDORSEMENT.**

Coverage under this endorsement does not apply to **bodily injury**:

- A. Sustained by **you** or a **resident relative** while **occupying** another **auto owned** by **you** and not insured under this policy;
- B. Sustained by any person operating a **covered auto** or **temporary substitute auto** without **your** express or implied consent;
- C. To any injured person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
  - 1. Intentionally causing **bodily injury** to himself or herself; or
  - 2. Sustaining such **bodily injury** while committing a felony . However, whenever an **insured** is charged with such conduct, the required 30-day payment provision shall be held in abeyance, and the insurer shall withhold payment of any personal injury protection benefits pending the outcome of the case at the trial level. If the charge is nolle prossed or dismissed or the **insured** is acquitted, the 30-day payment provision shall run from the date the insurer is notified of such action;
- D. Sustained by any person, other than **you**, if such person is the **owner** of an **auto** with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
- E. Sustained by any person, other than **you** or a **resident relative**, who is entitled to personal injury protection benefits from the insurer or **owner** of an **auto** that is not a **covered auto** or **temporary substitute auto** under this policy;
- F. Sustained by any person who sustains **bodily injury** while **occupying** an **auto** located for use as a residence or premises;
- G. With respect to **work loss**, if such **bodily injury** is sustained by **you**, and if a named insured has elected to exclude **work loss** for either **you** or **your** dependent resident relatives, as indicated on the **declarations page**;
- H. With respect to **work loss**, if such **bodily injury** is sustained by a dependent resident relative, and if a named insured has elected to exclude **work loss** for **you** and dependent resident relatives, as indicated on the **declarations page**; or
- I. Sustained by any person while **occupying** a covered **auto** while it is being used for ride-sharing activity.
- J. For **bodily injury** sustained while a **covered auto** is made available to others under a peer-to-peer car sharing program.
- K. To any specifically named excluded driver for their use of any **motor vehicle**.

## LIMIT OF LIABILITY

The limit of liability shown on the **declarations page** for Personal Injury Protection is the most **we** will pay for each **insured** injured in any one accident, regardless of the number of:

- 1. Claims made;
- 2. **Covered autos**;
- 3. **Insureds**;
- 4. Lawsuits brought;
- 5. Vehicles involved in the accident; or
- 6. Premiums paid.

If no **emergency medical condition** has been determination, the maximum reimbursement for **medical benefits** and **disability benefits** is limited to \$2,500.

#### **Charges Billed Below the Fee Schedule**

If a provider submits a charge for an amount less than the maximum amount under the Medicare Fee Schedule, we will not pay more than 80% (eighty percent) of the charge submitted.

#### **OTHER INSURANCE**

If there is other applicable personal injury protection coverage for the same injury to anyone **insured**, the most the **insured** may recover is the maximum amount payable for personal injury protection benefits under the Florida Motor Vehicle No-Fault Law, as amended. If there is other applicable personal injury protection coverage, and **we** make a payment under this endorsement, **we** are entitled to recover from each of the other insurers an equitable pro rata share of the amount paid and expenses incurred in processing the claim.

If an **insured** sustains **bodily injury** while **occupying**, or being struck by, an **auto** which is rented or leased, the liability coverage and the personal injury protection coverage provided by the lessor's policy shall be primary unless the rental or lease agreement includes a provision which specifies that the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324 .021(7) and 627 .736, Florida Statutes.

#### **CONDITIONS**

In addition to the Duties in the Event of an Accident or Loss and the General Provisions of this policy, the following conditions apply to coverage afforded under this Personal Injury Protection Coverage endorsement.

#### **Policy Period and Territory**

The coverage under this endorsement applies only to **accidents** which occur during the policy period:

1. In the State of Florida; and
2. When the named insured shown on the **declarations page** is a natural person:
  - a. With respect to **you** or a **relative** while **occupying a covered auto or temporary substitute auto** outside the State of Florida but within the United States of America, its territories or possessions, or Canada; and
  - b. With respect to **you** while **occupying an auto owned by a resident relative**, and for which security is maintained under the Florida Motor Vehicle No-Fault Law, as amended, outside the State of Florida but within the United States of America, its territories or possessions, or Canada; or
  - c. When the named insured shown on the **declarations page** is a corporation, partnership, organization or any other entity that is not a natural person, with respect to occupants of a **covered auto or temporary substitute auto**, who are lawful residents of the State of Florida, outside the State of Florida but within the United States of America, its territories or possessions, or Canada.

#### **Duties in Case of an Accident or Loss**

As a condition precedent to obtaining Personal Injury Protection Coverage, a person must:

1. Cooperate with **us** in any matter concerning a claim or lawsuit;
2. Provide any written proof of loss **we** may reasonably require;
3. Allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person claiming coverage, and answer all reasonable questions **we** may ask and provide any documents, records, or other tangible items that **we** request, when, where, and as often as **we** may reasonably require; and
4. Authorize **us** to obtain medical and other records.

### **Examination under Oath**

An insured seeking benefits must comply with the terms of the policy, which include, but are not limited to, submitting to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with this paragraph is a condition precedent to receiving benefits.

### **Refusal to Submit to Medical Examination**

If a person making a claim under this endorsement unreasonably refuses to submit to or fails to appear at a medical examination required by **us, we** shall not be liable for further payments under this endorsement. A refusal to submit to or a failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable.

### **Right of Reimbursement from Owner or Insurer of Commercial Motor Vehicle**

If **we** make a payment under this endorsement to any person sustaining **bodily injury** while **occupying** a commercial **auto**, as defined under the Florida Motor Vehicle No-Fault Law, as amended, or when struck by a commercial **auto** while not **occupying** a self-propelled vehicle, **we** shall have a right of reimbursement, to the extent of **our** payment, against the owner of the commercial **auto** or the owner's insurer. This right of reimbursement shall not apply from the owners or registrants of **autos** being used as taxicabs.

### **UNREASONABLE OR UNNECESSARY MEDICAL BENEFITS**

If an **insured** incurs **medical benefits** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical benefits and contest them.

**We** will determine to be unreasonable any charges incurred that exceed the maximum charges set forth in Section 627 .736 (5)(a)(1) (a through f) of the Florida Motor Vehicle No-Fault Law, as amended. Pursuant to Florida law, **we** will limit reimbursement to a maximum of, and pay an amount not to exceed, 80 percent of the following schedule of maximum charges:

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 the participating physicians fee schedule of Medicare Part B, except as follows:
  - a. For services, supplies and care provided by ambulatory surgical centers and clinical laboratories, 200 percent of the allowable amount under Medicare Part B; and
  - b. For durable medical equipment, 200 percent of the allowable amount under "The Durable Medical Equipment Prosthetics/Orthotics and Supplies" fee schedule of Medicare Part B.

However, if such services, supplies or care is not reimbursable under Medicare Part B, as provided in this subsection 6., **we** will limit reimbursement to a maximum of, and pay an amount not to exceed 80 percent of 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. This applicable fee schedule or payment limitation applies to service, 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 schedules of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this paragraph, "service year" means the period from March 1 through the end of February of the following year.

In determining the appropriate reimbursement under the applicable Medicare fee schedule, all reasonable, **medically necessary**, and covered charges for services, supplies and care submitted by physicians, non-physician practitioners, or any other provider will be subject to the Center for Medicare Services (CMS) coding policies and payment methodologies, including applicable modifiers. The CMS policies include, but are not limited to: coding edits, both mutually exclusive and inclusive, payment limitations, and coding guidelines subject to the National Correct Coding Initiative (NCCI), Hospital Outpatient Prospective Payment System (OPPS), Multiple Procedure Payment Reduction (MPPR), and Multiple Surgery Reduction Rules (MSRR).

**We** will reduce any payment to a medical provider under this endorsement by any amounts **we** deem to be unreasonable **medical benefits**. However, the **medical benefits** shall provide reimbursement only for such services, supplies and care that are lawfully rendered, supervised, ordered or prescribed. Any reductions taken will not affect the rights of an **insured** for coverage under this endorsement.

#### **Reasonable Belief of Fraud**

Pursuant to FL St . 627 .736(4)(h), benefits are not due or payable to or on the behalf of an **insured** if that person has committed, by a material act or omission, insurance fraud relating to coverage under this endorsement, if the fraud is admitted to in a sworn statement by the **insured** or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under this endorsement of the **insured** who committed the fraud, irrespective of whether a portion of the **insured's** claim may be legitimate, and any benefits paid before the discovery of the fraud is recoverable by **us** in its entirety from the person who committed insurance fraud. The prevailing party is entitled to its costs and attorney fees in any action we may bring to enforce our right of recovery under this paragraph.

Pursuant to FL St .627 .736(4)(i), if **we** have a reasonable belief that a fraudulent insurance act, for the purposes of FL St . 626 .989 or FL St . 817 .234, has been committed, **we** will notify the **insured**, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud.

Beginning at the end of the initial 30-day period, **we** will have an additional 60 days to conduct a fraud investigation. Notwithstanding the demand letter requirements of FL St . 627 .736(10), no later than 90 days after the submission of the claim, **we** will deny the claim or pay the claim with simple interest as provided by law. Interest shall be assessed from the day the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Investigative and Forensic Services.

## **VENUE PROVISION**

### **Choice of Law**

This policy and any performance there under shall be construed with and governed by the laws of the State of Florida.

### **Venue**

Unless **we** agree otherwise, any legal action against **us** must be brought in a court of competent jurisdiction for the county and **state** where the **person** seeking coverage from this policy address at the time of the **accident**

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

**FLCA PIP (03/26)**

THE FOLLOWING UNINSURED MOTORIST COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER  
FLCA UM APPEARS IN **YOUR DECLARATIONS PAGE**.

## UNINSURED MOTORIST COVERAGE ENDORSEMENT

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply. **We** agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

### INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Coverage and this form number shows in the **Declarations Page** of this policy, **we** will pay for damages, other than punitive or exemplary damages, which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured auto** because of **bodily injury**:

1. Sustained by an **insured**;
2. Caused by an **accident**; and
3. Arising out of the ownership, maintenance, or use of an **uninsured auto**.

**We** will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease consists in whole or in part of:

1. Significant and permanent loss of an important bodily function;
2. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
3. Significant and permanent scarring or disfigurement; or
4. Death;

as described in section 627.737(2) of the Florida Motor Vehicle No-Fault Law, as amended.

An **insured** must notify **us** in writing by certified or registered mail at least 30 days before entering into any settlement with the **owner** or operator of an **uninsured auto**, or that person's liability insurer. In order to preserve **our** right of subrogation, **we** may elect to pay any sum offered in settlement by, or on behalf of, the **owner** or operator of an **uninsured auto**. If **we** do this, **you** agree to assign to **us** all subrogation rights that **you** have against the **owner** or operator of an **uninsured auto**.

Any judgment or settlement for damages against an **owner** or operator of an **uninsured auto** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

### ADDITIONAL DEFINITIONS

When used in this endorsement, whether in the singular, plural, or possessive:

- A. "**Auto**" means a land motor vehicle designed for travel on public roads, or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or province where it is licensed or principally garaged. It does not include **mobile equipment**. Self-propelled vehicles with the following types of permanently attached equipment are **autos**, not **mobile equipment**:
  1. Equipment designed and used primarily for:
    - a. Snow removal;
    - b. Road maintenance, but not construction or resurfacing; or
    - c. Street cleaning;
  2. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

3. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

B. **“Insured”** means:

1. If the named insured shown in the **Declarations Page** is a natural person:
  - a. **You** or a **relative**;
  - b. Any person **occupying your covered auto** or a **temporary substitute auto**; and
  - c. Any person who is entitled to recover damages covered by this endorsement because of **bodily injury** sustained by a person described in a. or b. above; or
2. If the named insured shown in the **Declarations Page** is a corporation, partnership, organization, or any other entity that is not a natural person:
  - a. Any person **occupying your covered auto** or a **temporary substitute auto**; and
  - b. Any person who is entitled to recover damages covered by this endorsement because of **bodily injury** sustained by a person described in a. above.

For purposes of this definition, **covered auto** includes **mobile equipment** that is:

1. Owned by **you**;
2. Leased, hired, or borrowed by **you** and **you** have purchased either “Hired Auto Coverage” or “Any Automobile Legal Liability Coverage” from **us**; or
3. Not owned, leased, hired, or borrowed by **you** and **you** have purchased either “Employer’s Non-Ownership Liability Coverage” or “Any Automobile Legal Liability Coverage” from **us**.

However, **mobile equipment** meeting any of those three criteria will be included in the definition only if at the time of **loss** it is being:

- a. Used in **your** business;
- b. Operated on a public highway; and
- c. Operated in a state or province where it is subject to a compulsory or financial responsibility law or other motor vehicle insurance law .

- C. **“Non-owned auto”** means any **auto** that is not **owned** by **you** or furnished for **your** regular use and, if the named insured is a natural person, not **owned** by or furnished for the regular use of the named insured’s spouse or **relative**.

D. **“Owned”** means the person or organization:

1. Holds legal title to the vehicle;
2. Has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
3. Has legal possession of the vehicle that is leased to that person or organization under a written agreement for a continuous period of six months or more.

E. **“Owner”** means the person or organization who, with respect to a vehicle:

1. Holds legal title to the vehicle;
2. Has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
3. Has legal possession of the vehicle that is leased to that person or organization under a written agreement for a continuous period of six months or more.

- F. **“Temporary substitute auto”** means any **auto you** do not own while used with the permission of its owner as a temporary substitute for a **covered auto** that has been withdrawn from normal use due to breakdown, repair, servicing, **loss** or destruction. However, **temporary substitute auto** does not include

any **auto** available for the regular or frequent use of **you**, a **relative**, or **your employees** unless that **auto** is insured under a separate policy of insurance that provides at least the minimum required limits of financial responsibility under the applicable state and federal laws.

G. “**Uninsured auto**” means an **auto**:

1. To which no bodily injury liability bond or policy applies at the time of the **accident**;
2. To which a bodily injury liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent;
3. To which a bodily injury liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the **bodily injury** damages an **insured** is legally entitled to recover; or
4. That is a hit-and-run vehicle whose operator or **owner** cannot be identified and which causes an accident, with or without physical contact, resulting in **bodily injury** to an **insured**, provided that the **insured**, or someone on his or her behalf, reports the **accident** to the police or civil authority within 24 hours or as soon as practicable after the **accident**.

An “**uninsured auto**” does not include any motorized auto or equipment:

1. **Owned** by, furnished to, or available for the regular use of **you** or, if the named insured is a natural person, a **relative**. However, this shall not apply to a **covered auto** when coverage is denied under Part A > Liability Coverage of this policy because of the exclusion of **bodily injury to you** or a **relative**, if the **bodily injury** results from operation of the **covered auto** by a person other than **you** or a **relative**;
2. Designed mainly for use off public roads, while not on public roads;
3. While being used as a residence or premises;
4. Shown in the **Declarations Page** of this policy;
5. Not required to be registered as a motor vehicle; or
6. Afforded liability coverage under this policy.

## EXCLUSIONS

**PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS ENDORSEMENT.**

- A. Coverage under this endorsement is not provided for **bodily injury** sustained by any person while using or **occupying**:
  1. A **covered auto** without the express or implied permission of **you** or, if the named insured is a natural person, a **relative**;
  2. A **non-owned auto** without the express or implied permission of the **owner**; or
  3. An **auto** or device of any type designed to be operated on the public roads that is **owned** by **you** or, if the named insured is a natural person, a **relative**, other than a **covered auto** or **temporary substitute auto**.

However, this exclusion does not apply if **you** have elected stacked uninsured motorist coverage.
- B. Coverage under this endorsement will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
  1. Workers’ compensation law; or

2. Disability benefits law;
- C. Coverage under this endorsement will not apply to **bodily injury** sustained by any person if that person or the legal representative of that person settles without **our** written consent, unless **our** right to recover payment has not been prejudiced by such settlement. However, this exclusion does not apply to a settlement to which **we** have consented with the insurer of a vehicle described in section F.3. of the definition of an **uninsured auto**; or
- D. Coverage under this endorsement will not apply to **bodily injury** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you** or a **relative**.

#### LIMITS OF LIABILITY

Regardless of the number of premiums paid or the number of policies issued by **us**, or the number of vehicles or **insureds** involved in an **accident**, or the number of claims or lawsuits arising out of an **accident**, **we** will pay no more than the Limit of Liability shown for Uninsured Motorist Coverage in the **Declarations Page**.

#### STACKED UNINSURED MOTORIST COVERAGE

If **you** have elected stacked uninsured motorist coverage, the following limits of liability shall apply:

If **your Declarations Page** shows a split limit:

1. The amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person. When the limits of two or more **covered autos** are stacked, the most **we** will pay for all damages due to **bodily injury** to one person is the sum of the “each person” limits for each **covered auto** shown in the **Declarations Page**; and
2. Subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident. When the limits of two or more **covered autos** are stacked, the most **we** will pay for all damages due to **bodily injury** to two or more persons in any one accident is the sum of the “each accident” limits for each **covered auto** shown in the **Declarations Page**.

If the **Declarations Page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. When the limits of two or more **covered autos** are stacked, the most **we** will pay for the total of all damages resulting from any one accident is the sum of the combined single limits for each **covered auto** shown in the **Declarations Page**.

#### NON-STACKED UNINSURED MOTORIST COVERAGE

If **you** have elected non-stacked uninsured motorist coverage, the following limits of liability shall apply:

If **your Declarations Page** shows a split limit:

1. The amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person; and
2. Subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident.

If the **Declarations Page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The limit of liability shown in the **Declarations Page** for Uninsured Motorist Coverage is the most **we** will pay regardless of the number of:

1. Claims made;

2. **Covered autos;**
3. **Insureds;**
4. Lawsuits brought;
5. Vehicles involved in the accident; or
6. Premiums paid.

#### **STACKED AND NON-STACKED UNINSURED MOTORIST COVERAGE**

Whether **you** have elected stacked uninsured motorist coverage or non-stacked uninsured motorist coverage, the following provisions shall apply:

The “each person” limit of liability includes the total of all claims made for **bodily injury** to an **insured** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death, if recoverable under the applicable law.

In determining the amount payable under this endorsement, the amount of damages that an **insured** is entitled to recover for **bodily injury** will be reduced by:

1. All sums paid because of **bodily injury** by any persons or organizations that may be legally responsible;
2. All sums paid or payable under Part A > Liability Coverage;
3. All sums paid or payable under Personal Injury Protection Coverage or Medical Payments Coverage;
4. All sums paid or payable because of **bodily injury** under any of the following or similar laws:
  - a. Workers’ compensation law; or
  - b. Disability benefits law;
5. All sums paid or payable as personal injury protection benefits; and
6. The amount of the limits of the uninsured motorist’s liability policy, even if the settlement reached with the uninsured motorist is less than the amount of the limits of the uninsured motorist’s liability policy.

No one will be entitled to duplicate payments for the same elements of damages. Any judgment or settlement for damages against an operator or **owner** of an **uninsured auto** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

#### **OTHER INSURANCE**

##### **When the named insured is a natural person**

1. If **you** have elected stacked uninsured motorist coverage, the following shall apply:

If there is other uninsured motorist coverage that applies to the accident on a primary basis, **we** will pay only **our** proportionate share of the damages.
2. If **you** have elected non-stacked uninsured motorist coverage, the following shall apply:

If there is other uninsured motorist coverage that applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorist coverage. **We** will pay only **our** proportionate share of the damages. This applies no matter how many autos or auto policies may be involved, whether written by **us** or another company.
3. Whether **you** have elected stacked uninsured motorist coverage or non-stacked uninsured motorist coverage, the following provisions shall apply:

Any insurance **we** provide with respect to a vehicle that is not a **covered auto** will be excess over any other uninsured motorist coverage.

If an **insured** sustains **bodily injury** while **occupying** a motor vehicle, other than a **covered auto**, the **insured** may elect to receive excess uninsured motorist benefits under only one policy of insurance under which the **insured** is an insured. If the **insured** elects to receive excess uninsured motorist benefits under a policy of insurance other than this policy, **we** will not pay any uninsured motorist benefits due to **bodily injury** to the **insured**.

If an **insured** sustains **bodily injury** while not occupying a motor vehicle, the **insured** may elect to receive uninsured motorist benefits under only one policy of insurance under which the **insured** is an insured. If the **insured** elects to receive uninsured motorist benefits under a policy of insurance other than this policy, **we** will not pay any uninsured motorist benefits due to **bodily injury** to the **insured**.

**We** will not pay for any damages that would duplicate any payment made for damages under other insurance.

**When the named insured is a corporation, partnership, organization or any other entity that is not a natural person**

If there is other applicable uninsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide for the occupant of a **covered auto** shall be excess over any other uninsured motorist coverage.

**We** will not pay for any damages that would duplicate any payment made for damages under other insurance.

#### **TRUST AGREEMENT**

If an **insured** elects to receive or receives uninsured motorist benefits under this policy and subsequently elects to receive or receives uninsured motorist benefits under a policy of insurance other than this policy, that **insured** will hold the amount of those benefits in trust pending a determination regarding whether **we** are entitled to reimbursement of all or a portion of **our** uninsured motorist benefit payments.

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

If an **insured** recovers from another without **our** written consent, the **insured's** right to payment under any affected coverage will no longer exist. This applies in the event the **insured's** recovery is prejudicial to **us**.

**FLCA UM (03/26)**

THE FOLLOWING ADDITIONAL INSURED ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA ADDINS2  
APPEARS IN **YOUR DECLARATIONS PAGE**.

### ADDITIONAL INSURED

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

This endorsement applies only when the form number shows in the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

Any coverage afforded under PART A > LIABILITY COVERAGE of this Policy for a **covered auto** shall also apply to the **individual** or **organization** listed in the **Declarations Page** as an additional **insured** subject to the following provisions:

1. **We** will pay compensatory damages for which the additional **insured** is legally liable due to **bodily injury** or **property damage** caused by an **accident** arising out of the operation of an **auto** covered under PART A > LIABILITY COVERAGE. **We** will pay under this endorsement only if those damages arise out of the acts or omissions of an **insured** as defined under PART A and then only to the extent of that liability.
2. The designation of an additional **insured** in the **Declarations Page** shall not increase **our** limits of liability under PART A of this Policy.
3. Insurance provided by this agreement will be excess insurance over any other applicable insurance, self-insurance or bond.
4. The definition of **insured** in ADDITIONAL DEFINITIONS PART A > LIABILITY COVERAGE is deleted in its entirety and replaced with the following:
  2. "**Insured**" means:
    - a. **You** for the **ownership**, maintenance or use of a **covered auto**.
    - b. Any additional driver listed in the **Declarations Page**, but only while using a **covered auto**.
    - c. For the use of a **covered auto**, any **person** or **organization**, but only with respect to the legal liability for acts or omissions of a **person** for whom coverage is afforded under this PART A.

CA ADDINS2 (03/26)

THE FOLLOWING ANY AUTO COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER FLCA ANYAUTO APPEARS IN YOUR DECLARATIONS PAGE.

## ANY AUTO COVERAGE

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

This endorsement applies only when the form number and coverage show in the **Declarations Page** of this policy and premium paid. All provisions of this Policy apply except as modified by this endorsement.

### PART A > LIABILITY COVERAGE

#### INSURING AGREEMENT

The following is added to the **INSURING AGREEMENT**:

If **you** pay **us** the premium for Any Auto Coverage, then the definition of “**covered auto**” under PART A > LIABILITY COVERAGE means any **auto** similar in type and use as a listed or scheduled **auto(s)** in the **Declarations Page**;

#### ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE

A. The definition of “**Insured**” under PART A > LIABILITY COVERAGE is deleted and replaced by the following:

“**Insured**” means:

1. **You**, while using a **covered auto**.
  2. A driver listed in the **Declarations Page** while using:
    - a. Any **auto** described in the **Declarations Page** for which a premium charge is shown;
    - b. Any **replacement auto**;
    - c. Any **additional auto**;
    - d. Any **temporary substitute auto**; or
    - e. A **covered auto** within the scope of **your** business.
  3. Anyone using a **covered auto** within the scope of **your** business and within the scope of **your** permission.
- B. The following definition is added and only applies to PART A > LIABILITY COVERAGE:  
“**Temporary substitute auto**” means any **auto** not **owned** by **you** which is:
1. Driven by **you** or a listed driver; and
  2. Used as a **temporary substitute auto** for any **auto** described in the **Declarations Page**, any **replacement auto**, or any **additional auto** which is out of service no longer than thirty (30) days because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. **Loss**; or
    - e. Destruction.

The **temporary substitute auto** must be similar in type and use as the listed or scheduled **auto(s)** in the **Declarations Page**.

FLCA ANYAUTO (03/26)

THE FOLLOWING DRIVE OTHER CAR COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER FLCA  
DOC APPEARS IN **YOUR DECLARATIONS PAGE**.

## DRIVE OTHER CAR COVERAGE

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

This endorsement applies only when the form number and coverage shows in the **Declarations Page** of this policy and premium paid. All the provisions of this policy apply except as modified herein.

#### PART A > LIABILITY COVERAGE

If a premium for Liability Coverage is shown in the **Declarations Page** for a **private passenger auto**, then PART A > LIABILITY COVERAGE is amended as follows:

1. The following is added to the definition of **insured**:

Any individual named in the **Declarations Page** as having Drive Other Car Coverage while using any **covered auto**.

2. When used in PART A > LIABILITY COVERAGE:

Any **auto you** do not **own**, hire, or borrow is a **covered auto** under this PART A while being used by any **individual** named in the **Declarations Page** as having Drive Other Car Coverage except:

- a. Any **auto owned** by that individual or by any member of his or her household.
- b. Any **auto** used by that **individual** or his or her spouse while working in a **motor vehicle business**.

#### PART B > MEDICAL PAYMENTS COVERAGE

If a premium for Medical Payments Coverage is shown in the **Declarations Page** for a **private passenger auto**, then PART B > MEDICAL PAYMENTS COVERAGE is amended as follows:

The following is added to the definition of **insured**:

Any **individual** named in the **Declarations Page** as having Drive Other Car Coverage while **occupying**, or while a pedestrian when being struck by, any **auto you** do not **own** except any **auto owned** by that individual or by any member of his or her household.

#### UNINSURED MOTORIST COVERAGE ENDORSEMENT

If a premium for Uninsured Motorist Coverage is shown in the **Declarations Page** for a **private passenger auto**, then UNINSURED MOTORIST COVERAGE ENDORSEMENT is amended as follows:

The following is added to the definition of **insured**:

Any **individual** named in the **Declarations Page** as having Drive Other Car Coverage while occupying, or while a pedestrian when being struck by, any **auto you** do not **own** except any **auto owned** by that individual or by any member of his or her household.

#### PERSONAL INJURY PROTECTION ENDORSEMENT

If a premium for Personal Injury Protection is shown in the **Declarations Page** for a **private passenger auto**, then the individual named in the Schedule will be considered an insured for the benefits under the Personal Injury Protection Endorsement.

#### PART C > COVERAGE FOR DAMAGE TO YOUR AUTO

If a premium for **Collision** Coverage, **Comprehensive** or **Other Than Collision Coverage** or **Fire and Theft with Combined Additional** Coverage is shown in the **Declarations Page** for a **private passenger auto**, then PART C > COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

Any **private passenger auto** you do not **own**, hire, or borrow is a **covered auto** under this PART C while in the care, custody or control of any **individual** named in the **Declarations Page** as having Drive Other Car Coverage, except:

1. Any **auto owned** by that **individual** or by any member of his or her household.
2. Any **auto** used by that **individual** or his or her spouse while working in a **motor vehicle business**.

The broadest physical damage coverage on the Policy for a **private passenger auto** will be applied to a **loss** for such non-owned **auto**. The applicable deductible will be the lowest deductible for any **private passenger auto** shown in the **Declarations Page**.

#### **ADDITIONAL DEFINITION**

As used in the endorsement:

1. Private passenger **auto** means a land motor vehicle:
  - a. Of the private passenger, pickup body, or cargo van type;
  - b. Designed for operation principally upon public roads;
  - c. With at least four wheels;
  - d. With a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer's specifications; and
  - e. For which personal use is indicated in the **Declarations Page**.

However, **private passenger auto** does not include step-vans, parcel delivery vans, cargo cutaway vans or other vans with cabs separate from the cargo area.

#### **OTHER INSURANCE**

The insurance provided by this Drive Other Car endorsement is excess over any other valid and collectible insurance whether primary, excess or contingent.

#### **FLCA DOC (03/26)**

THE FOLLOWING EMPLOYER NON-OWNER LIABILITY COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA EMPNOL APPEARS IN YOUR DECLARATIONS PAGE.

## EMPLOYER NON-OWNED LIABILITY COVERAGE

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

This endorsement applies only when the form number and coverage show in the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

### PART A > LIABILITY COVERAGE

**PART A > LIABILITY COVERAGE** is revised as follows:

#### INSURING AGREEMENT

If **you** pay **us** the premium for Employer Non-Ownership Liability Coverage, **we** agree with **you** that the insurance provided under PART A > LIABILITY COVERAGE section of **your** Policy for a **covered auto** applies to any **non-owned auto** used in **your** business by **you** or any of **your employees** subject to the following provisions:

#### ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE

The definition of **insured** under PART A > LIABILITY COVERAGE applies to the insurance provided by Employer Non-Ownership Liability Coverage endorsement except that none of the following is an **insured** with respect to a **non-owned auto**:

1. The **owner** of a **non-owned auto** and any agent or **employee** of that **owner**; or
2. An executive officer of **yours** with respect to an **auto owned** by him or a member of his household.

The following definition is added:

**"Non-owned auto"**, when used in this endorsement, means an **auto** which is not:

1. **Owned** by **you**;
2. Registered in **your** name;
3. Hired by **you**; or
4. Used under contract on **your** behalf.

The **non-owned auto** must be similar in type and use as a listed or scheduled **auto(s)** in the **Declarations Page**.

#### EXCLUSIONS

The following exclusion is added: The insurance provided by this endorsement does not apply to **bodily injury** and **property damage** arising out of the **ownership**, maintenance or use of a **non-owned auto** used in the conduct of any partnership or joint venture of which **you** are a partner or member and which is not shown as the **named insured** in the **Declarations Page**.

#### OTHER INSURANCE

The insurance provided by this endorsement is excess over any other valid and collectible insurance whether primary, excess or contingent.

**CA EMPNOL (03/26)**

THE FOLLOWING HIRED AUTO COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA HIRED APPEARS IN **YOUR DECLARATIONS PAGE**.

## HIRED AUTO COVERAGE

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

This endorsement applies only if the form number and coverage show in the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

### PART A > LIABILITY COVERAGE

#### ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE

The definition of “**Insured**” in PART A is deleted and replaced with the following:

“**Insured**”, in this PART A, means:

- a. **You**, as the renter of a **hired auto**, in the same manner as if **you** were the owner.
- b. The **owner** of a **hired auto**.
- c. Any lessee of whom **you** are a sub-lessee.
- d. Any agent or **employee** of such owner or lessee, while the **hired auto** is being used in **your** business or by **you** for personal or pleasure purposes. However, the **hired auto's owner**, or anyone else from whom it is rented or leased, is not an **insured** for liability resulting from defects or faulty workmanship.

The following definitions are added to **PART A > LIABILITY COVERAGE**.

“**Covered auto**” means **hired autos** for this PART A only.

“**Hired auto**” means, in this endorsement, an **auto** which is not **owned** by **you**, registered in **your** name, or borrowed from **your employees** and which is obtained under a short-term rental agreement not to exceed thirty (30) days. The **hired auto** must be similar in type and use as a listed or scheduled **auto(s)** in the **Declarations Page**.

### OTHER INSURANCE

The insurance provided by this endorsement is excess over any other valid and collectible insurance whether primary, excess or contingent.

CA HIRED (03/26)

THE FOLLOWING PERSONAL USE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA PERSONALUSE  
APPEARS IN **YOUR DECLARATIONS PAGE**.

## PERSONAL USE ENDORSEMENT

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

This endorsement applies only when the form number shows in the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

**Personal use** coverage is **auto** specific. **Personal use** selected on one **auto** does not extend **personal use** coverage to any other **auto** on the policy. Unless **personal use** is selected for the **auto** and shows in the **Declarations Page**, there is no **personal use** coverage for the **auto**.

### PART A > LIABILITY COVERAGE LIMITS OF LIABILITY

If liability coverage under PART A > LIABILITY TO OTHERS is payable due to **bodily injury** or **property damage** arising out of the non-business use of a vehicle shown in the **Declarations Page** and has been rated without **personal use** or as business use only, then paragraphs A. through E. are deleted and replaced with the following:

- A. The minimum limit of liability for **bodily injury** per **person** required by the state in which this Policy is issued is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one **person** in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- B. The minimum limit of liability for **bodily injury** per **accident** required by the state in which this Policy is issued is the most **we** will pay for all damages, including **derivative claims** arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. The minimum limit of liability for **property damage** required by the state in which this Policy is issued is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the **Declarations Page** indicates that a combined single limits applies, the most **we** will pay for the aggregate of all damages resulting from any one **accident** is the minimum combined single limit of liability required by the state in which this Policy is issued. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- E. There will be no adding, stacking or combining of coverage. The minimum limits of liability for **bodily injury** and **property damage** required by the state in which this Policy is issued is the most **we** will pay as the result of any one **accident** without regard to the number of:
  1. **Insureds**, heirs or survivors;
  2. Claimants;
  3. Claims made;
  4. Lawsuits filed;
  5. Vehicles shown in the **Declarations Page**;
  6. Premiums shown in the **Declarations Page**;
  7. Vehicles involved in the **accident**; or
  8. Premiums paid.

CA PERSONALUSE (03/26)

THE FOLLOWING RENTAL REIMBURSEMENT COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA ADDLEQUIP APPEARS IN **YOUR DECLARATIONS PAGE**.

## SCHEDULE OF PERMANENTLY ATTACHED ADDITIONAL EQUIPMENT THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If you pay us the premium for **Permanently Attached Equipment** Coverage and it is shown on the **Declarations Page** or on the applicable schedule, the limit of liability for loss to this equipment specifically listed on the Application or on the applicable schedule will be the lowest of:
1. The actual cash value of such customized equipment and parts reduced by the applicable deductible and its salvage value if you or the owner retain the salvage.
  2. The amount shown as the declared value of the **permanently attached equipment** on the Application or applicable schedule reduced by the applicable deductible and its salvage value if you or the owner retain the salvage.
  3. The amount necessary to repair the **permanently attached equipment**, reduced by the applicable deductible.
  4. The amount necessary to replace the **permanently attached equipment**, reduced by the applicable deductible and reduced by its salvage value if you or the owner retain the salvage.
- B. **Permanently Attached Equipment** Coverage applies only if:
1. You have listed the applicable **permanently attached equipment** on this form and purchased Collision and Comprehensive coverages for the covered auto containing the **permanently attached equipment** and the loss falls under that coverage for the auto;

“**Permanently Attached Equipment**” means equipment or customized equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of an auto. This includes, but is not limited to, such items as: body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; side exhausts; utility boxes; custom windows; custom painting; murals; decals or graphics. **Permanently attached equipment** also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals or play back recorded media. The **permanently attached equipment** must be permanently installed in a covered auto using bolts, brackets or slide-out brackets.

Our limit of liability for **permanently attached equipment** is the amount shown on the **Declarations Page**, less a \$250 deductible.

### Schedule of Permanently Attached Equipment

Vehicle #	Item Description	Dollar Value
<##>	<Description>	<Value>

<Insured Name>  
\_\_\_\_\_  
Named Insured

<Policy Number>  
\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CA ADDLEQUIP (03/26)

THE FOLLOWING RENTAL REIMBURSEMENT COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER  
FLCA EXTDRIVER APPEARS IN **YOUR DECLARATIONS PAGE.**

## EXTENDED DRIVER COVERAGE

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

This endorsement applies only when the form number and coverage show on the **Declarations Page** of this policy. All the provisions of this Policy apply except as modified by this endorsement.

I understand and agree that unless Option B - Extended Driver Coverage is selected and shows on the **Declarations Page**, I have a continuing duty to notify the Company within thirty (30) days of any changes in my **employees**, operators of my vehicle(s), members of my household of driving age or permit age. In addition, I have a continuing duty to notify the Company within thirty (30) days of any additional, regular operator of any vehicle listed on the Policy. I also understand that coverage is not afforded to any operator(s) under this Policy until the operator is added to the Policy.

### Option B - Extended Driver Coverage

I understand that I have a continuing duty to notify the Company within 30 days of any operators of any vehicle(s) to be insured under this Policy. I also understand that coverage is not afforded to any operator(s) under this Policy if I fail to notify the Company within 30 days. This continuing duty to notify the Company does not apply to the current policy term for operator(s) who are **employees** with a documented hire date after the inception of this Policy.

Option B - Extended Driver Coverage does not apply to members of my household of driving age or permit age or any additional, regular operator of any vehicle listed on this policy. I understand that I have a continuing duty to notify the Company within thirty (30) days of additional, regular operators of any vehicle listed on the Policy who is not an employee.

Further, I acknowledge and agree that I am purchasing the Option B - Extended Driver Coverage for an additional charge. This Option includes policy language that reduces the liability limits available for an **undisclosed operator** who is driving or using a **covered auto** that will step down to the minimum limits required by the compulsory or financial responsibility law in the state in which the Policy is issued regardless of the limits of liability shown on the **Declarations Page** for liability coverage.

I understand the Company may, in accordance with law, deny coverage and/or take other action against the Policy if the answers on this Application are false or misleading and materially affect the risk the Company assumes by issuing the Policy.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

Policy Number: <xxxxxx>

Effective Date: <mm/dd/yyyy>

Expiration Date: <mm/dd/yyyy>

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**FLCA EXTDRIVER (03/26)**

THE FOLLOWING RENTAL REIMBURSEMENT COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER  
FLCA RENTAL APPEARS IN **YOUR DECLARATIONS PAGE**.

## RENTAL REIMBURSEMENT COVERAGE

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

This endorsement applies only when the form number and coverage show in the **Declarations Page** of this policy and premium paid for that vehicle. All the provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

Rental Reimbursement Coverage applies only to the **auto** for which the coverage and specific premium are shown in the **Declarations Page**.

- A. Subject to the limits shown in the **Declarations Page**, if **you** pay **us** the premium for Rental Reimbursement Coverage, **we** will reimburse **you** or, at **our** option, pay directly on **your** behalf the daily rental charges incurred by **you** when **you** rent an **auto** pursuant to a written rental agreement with a commercially licensed rental agency. **Your** rental of an **auto** must be due to a covered loss to a **covered auto** that has Rental Reimbursement Coverage under this Policy. This coverage applies only if **you** have purchased **Collision** Coverage and either **Comprehensive** Coverage. **You** must provide **us** written proof of the rental charges for which **you** wish to be reimbursed.
- B. The length of time for which this coverage will apply will be limited to the lesser of:
1. The period of time reasonably required, as determined by **us**, to repair a **covered auto**; or
  2. Seventy-two (72) hours after **we** make an offer to pay the **actual cash value** of the **covered auto** in the event of a total loss.
- C. **We** will pay the lesser of the daily limit shown in the **Declarations Page** up to a maximum of thirty (30) days or the rental cost.
- D. Daily rental expenses shall not include the cost of:
1. Insurance related to the rental of the **auto**;
  2. Refueling the rental **auto**;
  3. Mileage fees;
  4. Navigation devices;
  5. **Collision** damage waiver; or
  6. Tolls.
- E. Rental Reimbursement Coverage applies only if the **covered auto** is withdrawn from use for more than twenty-four (24) hours.
- F. If **you** purchase Rental Reimbursement Coverage with a limit lower than that provided for in the Transportation Expenses Coverage provision in PART C and the loss involves the total theft of a **covered auto**, then the limits and provisions applicable to transportation expenses under Transportation Expenses Coverage will apply.
- G. Rental Reimbursement Coverage cannot be combined or stacked with the Transportation Expenses Coverage provided under PART C.

**FLCA RENTAL (03/26)**

THE FOLLOWING RENTAL REIMBURSEMENT COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER  
FLCA TOW APPEARS IN **YOUR DECLARATIONS PAGE**.

## TOWING AND LABOR COVERAGE

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

This endorsement applies only when the form number and coverage show in the **Declarations Page** of this policy. All the provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

### Insuring Agreement

If **you** pay a premium for this coverage and it shows in the **Declarations Page**, **we** will pay up to the limit shown in the **Declarations Page** for the following services when necessary due to a **coverage emergency**.

1. Labor on a **covered disabled auto** at the place of disablement; and
2. Towing of a **covered disabled auto** to the nearest qualified repair facility.

If a **covered disabled auto** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional charges incurred.

### Additional Definitions

When used in this endorsement:

- A. "**Covered disabled auto**" means a **covered auto** for which this coverage has been purchased that sustains a **covered emergency**. **Covered disabled auto** includes a trailer that is attached to a **covered auto** for which this coverage has been purchased.
- B. "**Covered emergency**" means a disablement that is a result of:
  - a. Mechanical or electrical breakdown;
  - b. Battery failure;
  - c. Insufficient supply of fuel, oil, water, or other fluid;
  - d. Flat tire;
  - e. Lock-out; or
  - f. Entrapment in snow, mud, water, or sand, within 50 feet of a public road or highway.

**EXCLUSIONS – PLEASE READ CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE IS NOT AFFORDED UNDER THIS ENDORSEMENT.**

Coverage under this endorsement will not apply to:

1. More than two (2) covered emergencies for any single **covered auto** in a six-month period;
2. The cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
3. Installation of products or material not related to the disablement;
4. Labor not related to the disablement;
5. Towing or storage related to the impoundment, abandonment, illegal parking, or other violations of the law;
6. Assistance with jacks, levelers, airbags, or awnings;
7. Towing from a service station, garage, or repair shop;

8. Labor or repair work performed at a service station, garage, or repair shop;
9. **Auto** storage charges;
10. A second service call or tow for a single disablement;
11. Disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather or earth movement;
12. Disablement that occurs more than 100 feet from a public road;
13. Mounting or removing of snow tires or chains;
14. Tire repair;
15. Repeated service calls for a covered disabled **auto** in need of routine maintenance or repair; or
16. Disablement that results from an intentional or willful act or action by **you** or, if the **named insured** is a natural person, a relative, or by the operator of a **covered disabled auto**.

**FLCA TOW (03/26)**

THE FOLLOWING WINDSHIELD ONLY DAMAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER FLCA  
GLASS APPEARS IN YOUR DECLARATIONS PAGE.

## WINDSHIELD ONLY DAMAGE – LIMITS OF LIABILITY – WINDSHIELD LIMITS & TERMS

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

**Windshield** is the front window glass panel only of an **auto**. It does not include windows or glass on the sides, back or roof.

This section applies when there is any **loss** or damage to a **windshield** for which a claim will be made under this Part:

1. For any **person** claiming coverage for a **windshield**, that **person** must perform all duties that apply as set forth here below as well as under the Policy section titled “**YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES**” **ADDITIONALLY**,

- a. notice must be given to **us** of **loss** or damage to a **windshield** within seventy-two (72) hours of that **loss** or damage; and
- b. no repair or replacement (other than temporary measures to protect property from further damage) of a **windshield** is to be completed prior to both notice to **us**, and;
- c. allow us the opportunity to inspect the **loss** or damage to the **windshield** before its repair or disposal.

2. For a covered **comprehensive loss** to a **windshield**, no deductible will be applied to that part of the **loss**.

3. **Our** limits of liability for **windshield** damage covered in a **loss** under this Part are as follows and being the most that could be paid by **us** as related to that **windshield loss** (unless otherwise agreed by **us**):

a. **windshield** replacements:

The only categories of damage for which **we** will pay, and the most **we** will pay for a windshield replacement **we** determine is covered under this Policy, shall be the lesser of the amount charged by the repair shop or as follows:

(1) **windshield** glass: 50% of the list price for equal kind and quality windshield glass as provided in the National Auto Glass Specifications (NAGS) on the date of the approved **windshield** installation.

(2) **windshield** replacement labor rate: \$40.00 per recommended hour as set forth in NAGS on the date the covered **windshield** replacement installation occurs.

(3) Urethane kits to include High Modulus / Non-Conductive Urethane: \$20.00 per kit; \$10.00 per half kit, with the number of kits determined by NAGS. Preapproval by **us** is required if the number of kits (either half or full) to be used if more than the number specified by NAGS for the repair.

High Modulus / Non-Conductive Urethane is only payable where applied in accordance with NAGS specifications.

(5) molding: 80% of the manufacturer list price for equal kind and quality molding on the date of the approved **windshield** installation. However, **we** will not separately pay for molding under this clause if the price for molding is a component of the **windshield** glass list price.

b. **windshield** non-replacement repairs:

The only categories of damage for which **we** will pay and the most **we** will pay for **windshield** non-replacement repairs **we** determine are covered under this Policy shall be the lesser of the amount charged by the repair shop or \$60.00 single payment per **windshield** no matter the number of non-replacement repair locations on that **windshield**.

c. **windshield** calibration / recalibration:

In the event the **covered auto** requires the calibration of Advanced Driver Assistance System ("ADAS") as determined by us, the only categories of calibration (including any required pre- and post-scans) for which **we** will pay and the most **we** will pay for a windshield calibration in connection with a windshield replacement that **we** determine is covered under this policy shall be the lesser of the amount charged by the shop performing the calibration on **your** windshield or as follows:

- (1) static calibration - \$310.00;
- (2) dynamic calibration - \$285.00;
- (3) dual calibration - \$500.00.

If requested by **us**, **you** or the repair shop must provide proof that the calibration / recalibration was successfully completed. Any calibration / recalibration that is not static, dynamic or dual, and any additional expense for which payment is sought must be approved by **us** before the calibration / recalibration is completed.

5. If requested by **you**, **we** will identify a glass repair facility that will perform the replacement, non-replacement repair or calibration / recalibration at or below the prices set forth above.

If **you** use a repair facility that does not agree to the amounts limited in this Policy for **windshield** replacement or repair, **you** are responsible for amounts charged in excess of the prices and limits above.

6. No one shall enter into any type of assignment agreement of or for post-loss benefits or payments from this Policy for any type of **auto** or **motor vehicle windshield** or glass replacement or repair, including, but not limited to, calibration or recalibration of advanced driver assistance systems. Any assignment agreement to that effect is void and unenforceable per **Florida** law.

The term "assignment agreement" means any written or oral contract, regardless of how such agreement is named or styled, by which post-loss benefits, including, but not limited to, claim payments, under a motor vehicle insurance policy are, in whole or in part, assigned or transferred to, or acquired in any manner by, a person providing services for motor vehicle glass replacement or repair, including, but not limited to, inspecting, protecting, repairing, restoring, or replacing the motor vehicle glass or calibrating or recalibrating advanced driver assistance systems.

The amount **we** will pay for non-replacement repairs, replacement, or calibration of a damaged windshield will not exceed the cost of labor, parts, or services as specifically listed herein. **We** will not reimburse or compensate for any additional fees or other charges, including but not limited to, cleaning, sanitation, personal

protective equipment, administrative, storage, supplies, equipment, service, disposal, overhead, mobile, mobilization, maintenance, rush, or any other description used for fees or charges requested or charged by the shop performing the non-replacement repairs, replacement, or calibration.

**FLCA GLASS (06/26)**