

COLLECTOR VEHICLE INSURANCE POLICY
QUICK REFERENCE

DECLARATIONS PAGE

Your Name and Address
Your Automobile(s)
Policy Period
Coverage and Amounts of Insurance

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AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverage you have selected. All of this information is shown in the Declarations which is part of this policy. This policy has been issued based on the representations made in the Application which is part of this policy.

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The named insured shown in the Declarations and
2. Your spouse, if a resident of the same household.

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

Other words and phrases are defined. They are in quotation marks when used.

C. "Bodily injury" means bodily harm to a person and any sickness, disease, or death, to that person resulting therefrom.

D. "Business" includes trade, profession or occupation.

E. "Family member" means a person related to you by blood, marriage, or adoption who is a resident of your household and who is listed as a driver in the application. This includes a ward or foster child.

F. "Occupying" means in, upon, on, in, on, out or off.

G. "Property damage" means physical injury, destruction of, or loss of use of, tangible property.

H. "Your covered automobile" means:

1. Any "antique/classic or collectible vehicle", "kit or replica vehicle", "street rod vehicle", "customized/modified vehicle", "exotic vehicle", or "special use vehicle" shown in the Declarations.
2. Any "antique/classic or collectible vehicle", "kit or replica vehicle", "street rod vehicle", "customized/modified vehicle", "exotic vehicle", or "special use vehicle" you acquire during the policy period, whether as a new vehicle, or replacement of a vehicle currently insured under this policy, on the date you become the owner, provided you notify us to insure it within thirty (30) days after you acquire the vehicle, and subject to the valuation as following:

- (a) the verifiable value;
- (b) \$100,000; or
- (c) the purchase price

whichever is the lesser of the amounts.

I. "Antique/classic or collectible" vehicle means a private passenger motor vehicle which has not been altered from its original factory specifications. It is generally of unique design and/or of a limited production base. It must be a vehicle whose value extends beyond the utilitarian aspect of daily transportation.

J. "Kit or replica vehicle" means a private passenger motor vehicle of new manufacture or construction, which mimics a prior year vehicle design. This does not include dune buggies.

K. "Street rod vehicle" means a motor vehicle manufactured prior to 1949, but which has been modified from its original design with modifications

to the engine, chassis, body style, interior, paint, or any combination thereof.

L. "Customized/Modified vehicle" means a motor vehicle manufactured after 1948, which is at least 20 years old, and has been modified from its original manufacturer's design with modifications to the engine, chassis, body style, paint, or interior.

M. "Exotic vehicle" means a private passenger motor vehicle which has not been altered from its original factory specifications. It will be of unique design and of limited production. In addition, these vehicles value is derived from a combination performance and artistic bodywork and interior.

N. "Special Use Vehicle" means a vehicle of a body style and design unique to traditional automobile design or manufacture, or having an alternative fuel design and limited range. Vehicles are typical of a limited usage or limited annual mileage.

O. "Regular use vehicle" means a motor vehicle which is used for regular driving to work, school, shopping, errands or for general transportation and is not one of the vehicles described in (I) through (N).

P. "Vehicle trailer" means the "vehicle trailers" shown in the Declarations.

INSURING AGREEMENT

A. We will pay damages for "bodily injury" or "property damage" for which the "insured" becomes legally responsible because of an automobile accident involving "your covered automobile". Damages include prejudgment interest awarded against the "insured." We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to settle or defend any claim for "bodily injury" or "property damage" not covered under this policy.

B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of "your covered automobile".
2. Any person using "your covered automobile".
3. For "your covered automobile", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

SUPPLEMENTARY PAYMENTS

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

- A. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy. But we are under no obligation to furnish these bonds.
- B. Premiums on appeal bonds and bonds to release attachments in any suit we defend. But we are under no obligation to furnish these bonds.
- C. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability or this coverage.
- D. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- E. Other reasonable expense(s) incurred at our request.

EXCLUSIONS

We do not provide Liability Coverage for any person:

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that person.
3. For "property damage" to property:

- a. rented to;
- b. used by; or
- c. in care of; that person

4. For "bodily injury" to an employee of that person during the course of employment. This exclusion (4.) does not apply to "bodily injury" to domestic employees unless workers' compensation benefits are required or available for that domestic employee.

5. For that person's liability arising out of the ownership, operation of "your covered automobile" while it is being used to carry persons or property for hire.

6. While employed or otherwise engaged in the "business" of:

- | | |
|---------------|----------------|
| a. selling; | d. storing; or |
| b. repairing; | e. parking; |
| c. servicing; | |

vehicles designed for use mainly on public highways. This includes road testing and delivery.

7. Maintaining or using "your covered automobile" while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion 6.

8. Using "your covered automobile" without a reasonable belief that that person is entitled to do so.

9. For "bodily injury" or "property damage" for which that person:

- a. is an 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.

A nuclear energy liability policy is 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.

10. Arising out of the ownership, maintenance, or use of any vehicle other than "your covered automobile".

11. Arising out of the ownership, maintenance, or use of any "vehicle trailer".

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is the maximum limit of liability for all damages resulting from any one (1) automobile accident to which this policy applies. This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the declarations; or
 4. Vehicles involved in the automobile accident.
- B. We will apply the limit of liability to provide any separate limits required by law for "bodily injury" and "property damage" liability. However, this provision (B.) will not change our total Limit of liability.

OUT OF STATE COVERAGE

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

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

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART B. MEDICAL PAYMENT COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
1. Caused by accident; and
 2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. "Insured" as used in this Part means:

1. You or any "family member";
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
 - a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "injury" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by any vehicle (other than "your covered auto"), which is:
 - a. Owned by you; or
 - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or

c. Trailer used with a vehicle described in a. or b. above.

9. Caused by or as a consequence of:
- Discharge of a nuclear weapon (even if accidental);
 - War (declared or undeclared);
 - Civil war;
 - Insurrection; or
 - Rebellion or revolution.
10. From or as a consequence of the following whether controlled or uncontrolled or not have caused:
- Nuclear reaction;
 - Radiation; or
 - Radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
- Competing in; or
 - Practicing or preparing for;
- any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- "Insureds";
 - Claims made;
 - Vehicles or premiums shown in the Declarations;
 - Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
- Part A. or Part C. of this policy; or
 - Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
- Sustained by an "insured" while "occupying" "your covered automobile"; and
 - Caused by an accident.
- The owner's or operator's liability for these damages must arise out of the ownership maintenance or use of the "uninsured motor vehicle".
- A judgment for damage arising out of a suit brought without written consent is not binding on us.
- B. "Insured" as used in this Part means any person "occupying" "your covered automobile".
- C. "Uninsured or underinsured motor vehicle" means a land motor vehicle or trailer of any type;
- To which no "bodily injury" liability bond or policy applies at the time of the accident.
 - To which a "bodily injury" liability bond or policy applies at the time of the accident. In this case its limit for "bodily injury" must be less than the minimum limit for "bodily injury" liability specified by the financial responsibility law of the state in which "your covered automobile" is principally garaged.
 - Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
 - you or any "family member" while "occupying" "your covered automobile"; or
 - "your covered automobile".
 - to which a "bodily injury" liability bond or policy applies at the time of the accident but the underinsuring company:
 - cedes coverage; or
 - is or becomes insolvent.

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

- Owned by, or furnished or available for the regular use of, you or your "family member".
- Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- Owned by any governmental unit or agency.
- Operated on rails or crawler treads.
- Designed mainly for use off public roads while not on public roads.
- While located for use as a residence or

EXCLUSIONS

- A. We do not provide Uninsured Motor Vehicle Coverage for "bodily injury" sustained by any person:
1. While "occupying" or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. If that person or the legal representative settles the "bodily injury" claim without our consent.
 3. While "occupying" "your covered automobile" when it is being used to transport persons or property for a fee.
 4. Using "your covered automobile" without a reasonable belief that that person is entitled to do so.
 5. While "occupying" any vehicle other than "your covered automobile".
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following similar law:
1. Workers' Compensation law; or
 2. Disability benefits law.
- C. We do not provide Uninsured Motor Vehicle Coverage for punitive or exemplary damages.

LIMITS OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. Any amounts otherwise payable to damages under this coverage shall be reduced by all amounts:
1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and
 2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Worker's Compensation law; or
 - b. Disability benefits law.
- C. Any payment under this coverage will reduce any amount that person is entitled to recover.

OTHER LIMITS

If other insurance also covers a loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

ARBITRATION

- A. If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damage under this Part or
 2. As to the amount of damages;
- either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request that selection be made by a judge or a court having jurisdiction.
- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of the damages. This applies only if the amount does not exceed the minimum limit for "bodily injury" liability specified by the financial responsibility law of the state in which "your covered automobile" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made in writing within sixty (60) days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

DEFINITIONS

- DEFINITIONS**
- A. "Other than collision" includes loss to "your covered automobile" caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by "collision", you may elect to have it considered as loss caused by "collision".
- B. "Collision" means the upset or impact of "your covered automobile" with another object.
- C. "Equipment" means tools stored in "your covered automobile" and used for the emergency maintenance of "your covered automobile".

D. Spare Parts means a replacement for an item normally a part of "your covered automobile" which is not currently in place on "your covered automobile".

INSURING AGREEMENT

We will pay for direct and accidental loss to "your covered automobile", including its "equipment", minus any applicable deductible shown in the Declarations, when such loss is caused by:

1. "Other Than Collision" only if the Declarations indicates that "Other Than Collision" coverage is provided for that automobile.
2. "Collision" only if the Declarations indicate that "Collision" coverage is provided for that automobile.

SPARE PARTS

We will pay up to \$500 for direct and accidental loss or damage to "spare parts" for "your covered automobile".

This coverage does not:

1. Increase the limit of liability for "your covered auto" as stated under Coverage D in the Declarations.
2. Include parts held for sale by you or property of others in your care, custody or control.

EXCLUSIONS

We will not pay for:

1. Loss or damage caused by insects, vermin, inherent defect, dampness, mildew, mold, rot, temperature extremes, rust, mechanical or electrical breakdown or failure, wear and tear, gradual deterioration, or loss of use.
2. Loss or damage caused by any repairing, renovating refinishing process unless the process results in a fire or explosion. We will pay only for damage caused by the fire or explosion.
3. Road damage to tires unless caused by "other than collision" covered by this policy.
4. Loss due to or as a consequence of war (declared or undeclared), civil insurrection, rebellion, revolution, terrorism, government confiscation or repossession.
5. Loss due to a nuclear reaction, nuclear radiation or radioactive contamination. We will pay for direct loss by fire resulting from any of these.
6. Loss of any data or sound receiving or transmitting equipment designed for use as a citizens band radio, two-way mobile radio, telephone, facsimile machine or scanning monitor receiver, including its antennas or accessories.

This exclusion does not apply if the equipment is permanently installed in the dash or console opening normally used by the auto manufac-

7. Loss to equipment designed for the reproduction of sound not permanently installed in "your covered automobile".

8. Loss to tapes, records, compact discs or other sound reproduction devices designed for use with sound reproducing equipment.
9. Loss to "spare parts" caused by theft unless the loss results from forcible entry into the place where your "spare parts" are normally kept into "your covered automobile" itself or into a securely locked compartment. All losses to "spare parts" caused by theft must have visible marks of forcible entry.
10. Loss or damage intentionally caused or directed by you or "your family member".
11. Loss to "your covered automobile" as a result of anyone causing you to voluntarily part with it as a result of any trick or scheme.

LIMIT OF LIABILITY

If "your covered automobile" is stolen or involved in a total loss.

- A. We will pay the limit shown under Coverage D. in the Declarations for each scheduled vehicle which is agreed to be the value of "your covered automobile".

A vehicle is considered a total loss when the cost to repair damage to "your covered automobile" exceeds the agreed value of the vehicle when fully repaired.

- B. For all other loss or damage to "your covered automobile", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the agreed limit per vehicle shown under Coverage D. in the Declarations.

LOSS TO A PAIR, SET OR PARTS

In case of a loss to a pair or set, we will repair or replace any parts to restore the pair or set to its value before the loss.

In case of loss or damage to any part of an insured item consisting of several parts, we are liable only for the value of the lost or damaged part.

PAYMENT OF LOSS

Unless a claim has been paid by others, we will pay any loss covered under this policy within twenty (20) days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us. We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown on this policy. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

The right of salvage belongs to us. You may, at our option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of the policy.

NO BENEFITS TO BAILEE

If other insurance also covers a loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

APPRAISAL

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

VEHICLE TRAILER

Your "vehicle trailer" is covered only for physical damage loss or damage to the trailer itself.

We will cover your "vehicle trailer", less a \$250 deductible, per loss, for up to the amount of insurance specified in the Declarations.

PART E. DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
1. cooperate with us in the investigation, settlements, or defense of any claim or suit.

2. promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. submit, as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same.
4. Authorize us to obtain:
 - a. medical reports; and
 - b. computer records.
5. Submit written proof of loss when required by us.

C. A person seeking Uninsured/Underinsured Motorists coverage must also:

1. Promptly notify the police if a "hit and run" driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking coverage for damage to "your covered automobile" must also:

1. Take reasonable steps after loss to protect "your covered automobile" and its "equipment" from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered automobile" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.
4. Produce, if requested, the remains of the insured property.

PART F. GENERAL PROVISIONS

REGULAR USE VEHICLE REQUIREMENT

You must own a "regular use" vehicle, insured by a separate insurance policy. This policy provides coverage only for your "antique/classic or collectible", "Kit car/replica", "street rod", "customized/modified", "exotic", or "special use" vehicle(s) listed in the Declarations. In no event will this policy serve as your only automobile coverage.

BANKRUPTCY

Your bankruptcy or insolvency shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us.

B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;
3. The place of principal garaging of insured vehicles;
4. Coverages, deductibles or limits;
5. Alterations or modifications to "your covered automobile".

If you alter or modify your vehicle in any way you must notify us in writing within thirty (30) days. If a change resulting from paragraphs (A.) or (B.) requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

PRIVATE PLEASURE USE

Coverage will be suspended if "your covered automobile" is:

1. Rented or leased to any person for a fee;
2. Used to carry persons or property for a fee for any commercial use unless prior written consent has been obtained from us;
3. Used for any illegal act by any person.

COLLECTOR VEHICLE MEDICAL EXPENSE REIMBURSEMENT

In addition to the limit of liability shown in the declarations for Medical Expense, we will pay:

Up to \$5,000 for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury" sustained by you and/or any "family member" caused by an accident while in attendance at an automobile show, vehicle auction, or similar automobile related event.

RACING

There is no coverage under this policy while "your covered automobile" is being prepared for, or being used in a race or speed contests, including but not limited to practicing or testing for such an event.

CONCEALMENT OR FRAUD

All coverage afforded will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

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., no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person(s) or organization(s) has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. Under Part D., suit or action must start within five (5) years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

PAYMENT OF LOSS

Payment of loss, with all your indebtedness to us being first deducted, will be made within thirty (30) days after we either reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

If we pay a total loss for a "constructive total loss" for any of "your covered vehicles(s)" shown in the Declarations, all coverage under this policy for such covered automobile(s) will terminate simultaneously upon payment of the loss. In that event the policy premium shall be fully earned as respects such covered automobiles(s). The amount we will pay for a total loss or "constructive total loss" of "your covered automobiles(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss.

"Constructive total loss" means a loss where the cost to repair or replace to your covered automobile" will exceed the agreed value of the vehicle when fully repaired.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice our rights.

However, our rights in this paragraph (A.) do not apply under Part D. against any person using "your covered automobile" with a reasonable belief that that person is entitled to do so.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the process of the recovery; and
2. Reimburse us to the extent of our payment.

ABANDONMENT

There can be no abandonment of your insured property to us.

Your insured property means "your covered automobile", "spare parts", and/or personal effects.

POLICY PERIOD AND TERRITORY

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

This policy also applies to loss to, or accidents involving "your covered automobile" while being transported between their ports.

TERMINATION

- A. Cancellation; This policy may be canceled during the policy period as follows:
 1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance notice of the date cancellation is to take effect.
 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy or otherwise last known to us:
 - a. at least (10) days written notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first sixty (60) days this policy is in effect and this is not a renewal or continuation policy; or
 - b. at least twenty (20) days written notice in all other cases.
 3. After this policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. if your driver's license or that of:
 - (1) any driver who lives with you; or

(2) any driver who customarily uses your covered automobile"

has been suspended or revoked. This must have occurred:

- (a) during the policy period; or
- (b) since the last anniversary of the original effective date if the policy period is other than one (1) year; or

c. if the policy was obtained through fraud or material misrepresentation.

- B. **Nonrenewal.** If we decide not to renew or continue this policy, we will give written notice to the named insured shown the Declarations at the address shown in this policy. Written notice will be mailed at least twenty (20) days before the end of the policy period. If the policy period is other than one (1) year, we will have the right not to renew or continue it only at each anniversary of its original effective date.
- C. **Automatic Termination.** If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

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

D. Other Termination Provisions

1. If the law in effect in your state at the time this policy is issued, renewed, or continued:
 - a. requires a longer notice period;
 - b. requires a special form or procedure for giving notice; orwe will comply with those requirements.
2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manual. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

OTHER INSURANCE POLICIES

This policy provides coverages for your "antique vehicles(s)" and/or "classic vehicles(s)" and applies only to the vehicle(s) listed in the Declarations. Any other vehicle(s) you own should be insured by a separate policy; in no event will this policy provide coverage for any vehicle(s) other than those listed in the Declarations, or which are added to this policy by Endorsements.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a "named insured" shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse, if a resident in the same household at the time of death. Coverage applies to the spouse as if a "named insured" shown in the Declarations; and
 2. The legal representative of the deceased person as if a "named insured" shown in the

Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered automobile".

- B. Coverage will only be provided until the end of the policy period.

COVERAGE UNDER OTHER AUTOMOBILE POLICIES

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

STATE LAW

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

This policy is signed by the President and Secretary of the company and countersigned on the Declarations Page by its authorized representative.

SINGLE UNINSURED MOTORISTS LIMIT (NON-STACKED)

SCHEDULE

Auto	Premium	Limit Of Liability
1	Included	\$ 300,000 each accident
2	Included	each accident
3	Included	each accident

Paragraphs **A.** and **B.** of the **Limit Of Liability** provision for Uninsured Motorists Coverage is replaced by the following:

LIMIT OF LIABILITY

A. The limit of liability shown in the Schedule for this coverage applicable to the "your covered auto" involved in the accident is our maximum limit of liability for all damages resulting from that accident. If there is no "your covered auto" involved in the accident, then our maximum limit of liability for all damages resulting from that accident will be the highest limit of liability

shown in the Schedule for this coverage applicable to any one "your covered auto". This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE – FLORIDA (NON-STACKED)

I. Part C – Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

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

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or

c. "Your covered auto".

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

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent within four years of the date of the accident.

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

1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which Part A of the policy applies and liability coverage is excluded for any person other than you or any "family member" for damages sustained in the accident by you or any "family member".
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By any "insured" while "occupying" any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying" any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.

However, this Exclusion **(B.1.)** does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".

2. While "occupying" "your covered auto" when it is being used as a public delivery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
3. Using a vehicle without a responsible driver that "insured" is entitled to. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
 - a. Significant and permanent loss of an important bodily function;
 - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant and permanent scarring or disfigurement; or
 - d. Death.

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

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

D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. When the "insured" is "occupying" "your covered auto" at the time of the accident:

1. The limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to that "your covered auto" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in that accident; and

2. Subject to this limit for each person, the limit of liability for Uninsured Motorists Coverage stated in the Declarations for each accident applicable to that "your covered auto" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.

B. When the "insured" is not "occupying" "your covered auto" at the time of the accident:

1. The highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to any of "your covered auto" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in that accident; and
2. Subject to this limit for each person, the highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each accident applicable to any of "your covered autos" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A of this policy;
2. No-fault coverage; or
3. Automobile medical payments coverage.

D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

If we will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

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

F. With respect to coverage under Paragraph 2. of the definition of "uninsured motor vehicle", we will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "uninsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

This Paragraph (F.) shall not apply if we make any payment to the "insured" in an amount equal to a tentative settlement with the insurer of the "uninsured motor vehicle".

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages sustained by you or any "family member":
 - a. While occupying a vehicle owned by you or any "family member" may equal, but not exceed, the limit of liability for Uninsured Motorists Coverage applicable to that vehicle;
 - b. While occupying a vehicle not owned by you or any "family member" may equal, but not exceed, the sum of:
 - (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any "family member" were occupying at the time of the accident; and
 - (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any "family member";
 - c. While not occupying any vehicle may equal, but not exceed, the highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any "family member".
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will be excess over any other collectible insurance providing such coverage on a primary basis.

3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by the "insured";
- Some of the other terms of an "uninsured motor vehicle" that the matter may be:

1. Mediated, in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from "bodily injury" are for \$10,000 or less; or
2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

If either party demands mediation, the mediation must be completed before arbitration can occur.

B. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages.

FLORIDA ARBITRATION CODE

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

DEFINITION LIMIT

A person seeking Uninsured Motorists Coverage under Section 2. of the definition of "uninsured motor vehicle" must also promptly:

1. Send us copies of the legal papers if a suit is brought; and

2. Notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

II. Part F – General Provisions

The following is added to the **OUR RIGHT TO RECOVER PAYMENT** Provision in Part F:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A. with respect to coverage under Section 2. of the definition of "uninsured motor vehicle" if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and

2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

1. The payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

AMENDMENT OF POLICY PROVISIONS – FLORIDA

I. Definitions

The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Florida law, to be provided under a policy of automobile liability insurance:

1. If liability coverage under the policy is provided on a single limit basis, \$30,000 for each accident; and
2. If liability coverage under the policy is provided on a split limit basis:
 - a. \$10,000 for each person, subject to \$20,000 for each accident, with respect to "bodily injury"; and
 - b. \$10,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

The **Other Insurance** Provision of Part **A** is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. The vehicle is leased by you under a written rental or lease agreement; and
2. The face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible liability insurance of an authorized rental or leasing driver is primary for the limits of liability coverage required by FLA. STAT. SECTION 324.021(7).

III. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. The following is added to the **Insuring Agreement**:

INSURING AGREEMENT

We will pay under Other Than Collision Coverage for the cost of repairing or replacing the damaged windshield of "your covered auto" without a deductible. We will pay only if the Declarations indicate that the Other Than Collision Coverage applies.

B. The **Appraisal** Provision of Part **D** is replaced by the following:

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in Part **F** of the policy. The mediation must be completed before a demand for appraisal can be made.

B. In the event of a demand for appraisal, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

C. We do not waive any of our rights under this policy by agreeing to an appraisal.

IV. Part F – General Provisions

Part F is amended as follows:

- A. The Termination Provision is replaced by the following:**

TERMINATION

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. The named insured:
 - a. May not cancel this policy, if this policy provides Personal Injury Protection and Liability Coverage, during the first 60 days immediately following the date of issuance or renewal unless:
 - (1) "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - (2) The named insured transfers ownership of "your covered auto"; or
 - (3) The named insured obtains other insurance on "your covered auto"; or
 - (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.
 - b. May cancel for any reason after this policy is in effect for 60 days.
3. If this is a new policy, we will not cancel for nonpayment of premium during the first 60 days following the date of issuance. However, we may cancel if a check used to pay us is dishonored for any reason.
4. After this policy is in effect for 60 days, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred during:
 - (1) The policy period; or

(2) The 180 days immediately preceding the original effective date of the policy; or

- c. If the policy was obtained through material misrepresentation or fraud.
5. Except as provided in Section 6., we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
- a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days notice in all other cases.
6. If at any time we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:
- a. Pay the additional premium and maintain this policy in full force under its original terms; or
 - b. Cancel this policy and demand a refund of any unearned premium;
- then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

Nonrenewal

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

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
 - a. Two such traffic violations within an 18 month period;
 - b. Three or more such traffic violations within a 36 month period; or
 - c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. You have had an accident. However, we will not refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current 3-year period.

Automatic Termination

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

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

Other Termination Provisions

1. We may deliver any notice by first class mail. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

B. The following provisions are added.

MEDIATION

In any claim filed with us for:

1. Loss resulting from "bodily injury" in an amount of \$10,000 or less;
2. "Property damage"; or
3. Loss to "your covered auto" or any "non-owned auto";

either party may demand mediation of the claim, prior to taking legal action, by filing a written request with the Department of Financial Service on a form which may be obtained from the Department. The request must state:

1. Why mediation is being requested; and
2. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The Department shall randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

1. Make no attempt to make a binding decision; and
2. Mediate in good faith.

Costs of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

AMENDMENT OF TERMINATION AND CHANGES PROVISIONS – WHEN DRIVING PRIVILEGES ARE REINSTATED AFTER SUSPENSION/REVOCAION – FLORIDA

PART F – GENERAL PROVISIONS

Part F is amended as follows:

A. The following is added to the **Changes** Provision:

After this policy is in effect for 30 days, the coverage provided under this policy and the risk covered by this policy may not be changed during the policy period. If an insured requires additional coverage or coverage for an additional risk is needed, a new and reliable policy must be issued.

B. The **Termination** Provision is replaced by the following:

TERMINATION

Cancellation

1. The named insured shown in the Declarations may not cancel this policy.
2. We may cancel during the first 30 days this policy is in effect by mailing by registered or certified mail, or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days notice in all other cases.
3. After this policy is in effect for 30 days, we may not cancel this policy for any reason.

Nonrenewal

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

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of or plead guilty to:
 - a. Two or more such traffic violations within an 18 month period;
 - b. Three or more such traffic violations within a 36 month period; or
 - c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current 3-year period.

Automatic Termination

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

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. After this policy is in effect for 30 days, we may not cancel this policy, the premium is fully earned, and you will not be entitled to a premium refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – FLORIDA

SCHEDULE

Benefits	Limit Of Liability
Medical Expenses	No specific dollar amount
Work Loss	No specific dollar amount
Replacement Services	No specific dollar amount
Accidental Death	\$ 5,000
Maximum Limit For The Total Of All Personal Injury Protection Benefits	\$ 10,000
Personal Injury Protection Coverage Deductible	
As indicated below or in the Declarations, the total amount of medical expenses, work loss and replacement services expenses are subject to a deductible of \$ _____ applicable to:	
<input type="checkbox"/>	The "named insured".
<input checked="" type="checkbox"/>	The "named insured" and any dependent "family member".
Exclusion Of Work Loss	
Work loss does not apply as indicated below or in the Declarations:	
<input type="checkbox"/>	Work loss will not be provided for the "named insured".
<input checked="" type="checkbox"/>	Work loss will not be provided for the "named insured" and any dependent "family member".

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The **Definitions** Section is amended as follows:

- A.** For the purposes of this endorsement, a "motor vehicle" shall be deemed to be owned by a person if that person:
1. Holds the legal title in such vehicle.
 2. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
 3. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Has an option to purchase; and
 - b. Is for a period of at least 6 months.
 4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Does not have an option to purchase;
 - b. Is for a period of at least 6 months; and

- c. Requires the lessee to secure insurance.

B. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is usually a resident of the "named insured's" household. This includes a ward or foster child.
2. "Occurrence" means:
 - a. Inception;
 - b. Entering into; or
 - c. Alighting from.
3. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
 - a. A premium is charged; or

b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".

C. The following definitions are added:

1. "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:
 - a. In accordance with the generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or health care provider.
2. "Motor vehicle" means:
 - a. Any self-propelled vehicle with 4 or more wheels which is:
 - (1) Designed; and
 - (2) Required to be licensed; for use on Florida highways.
 - b. Any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. Any motor vehicle which is:
 - (1) Used in mass transit other than public school transportation;
 - (2) Designed to transport more than 5 passengers (excluding the operator); and
 - (3) Owned by a:
 - (a) Municipality;
 - (b) Transit authority; or
 - (c) Political subdivision of the State.
 - b. A mobile home.
3. "Named insured" means:
 - a. The person named in the Declarations; or
 - b. That person's spouse, if a resident of the same household.
 4. "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.

D. "Insured" as used in this endorsement means:

1. The "named insured" or any "family member" while:
 - a. "Occupying" a "motor vehicle"; or
 - b. A "pedestrian" struck by a "motor vehicle".

2. Any other person while:

- a. "Occupying" "your covered auto"; or
- b. A "pedestrian" struck by "your covered auto".

II. Personal Injury Protection Coverage

INSURING AGREEMENT

- A. We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the ownership, maintenance or use of a "motor vehicle".
- B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

Medical Expenses. 80% of reasonable expenses for "medically necessary":

- a. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and
- b. Prosthetic devices.

Medical expenses also include necessary remedial treatment and services recognized and permitted under state law for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with that "insured's" religious beliefs. However, the payment of these medical expenses shall not affect the determination of what other medical expenses are "medically necessary".

2. **Work loss.** With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured" returns to work.

Replacement services. With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury".

4. **Accidental death.** A death benefit.

EXCLUSIONS

- A.** We do not provide Personal Injury Protection Coverage for any "insured":
1. While operating "your covered auto" without the "named insured's" express or implied consent.
 2. If that "insured's" conduct contributed to his "bodily injury" under any of the following circumstances:
 - a. Intentionally causing "bodily injury" to himself; or
 - b. While committing a felony.
 3. Other than the "named insured", if that "insured" owns a "motor vehicle" for which such insurance is required under the Florida Motor Vehicle No-Fault Law.
 4. Other than the "named insured" or any "family member", who is entitled to personal injury protection benefits from a person who owns a "motor vehicle" which is not a "your covered auto" under this policy, or from that vehicle owner's policy.
 5. Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.
- B.** We do not provide Personal Injury Protection Coverage for:
1. The "named insured" or any "family member" while "occupying" a "motor vehicle" which is:
 - a. Owned by the "named insured"; and
 - b. Not a "your covered auto" under this policy.
 2. Any "pedestrian", other than the "named insured" or any "family member", who is not a legal resident of Florida.

LIMIT OF LIABILITY

- A.** The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:
1. "Insureds";
 2. Policies or bonds applicable;
 3. Vehicles involved; or
 4. Claims made.

The maximum limit of liability for the total of all personal injury protection benefits shown in the Schedule or Declarations is the total aggregate limit for personal injury protection benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy.

- B.** Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.
- C.** The amount of any deductible shown in the Schedule or Declarations shall be deducted from the total amount of expenses and losses listed in Paragraphs **B.1.** and **B.3.** of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation for each "insured" to whom the deductible applies.
- Accidental death is not subject to a deductible.
- D.** Any amounts payable under this coverage with respect to the following medical expenses shall not exceed the applicable limitations for such expenses as prescribed by the Florida Motor Vehicle No-Fault Law:

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

OTHER INSURANCE

No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an "insured" receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses of processing the claim.

- B.** If an "insured" sustains "bodily injury" while:
1. "Occupying"; or

2. Struck by a "motor vehicle" rented or leased under a rental or lease agreement;

the personal injury protection benefits afforded under the lessor's policy shall be primary.

This Provision (B.) does not apply if the face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by FLA. STAT. SECTION 627.736.

III. Part E – Duties After An Accident or Loss

Part E is replaced by the following:

DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Personal Injury Protection Coverage must:

- A. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.
- B. Promptly forward to us a copy of the:
 1. Summons and complaint; or
 2. Other process;served in connection with any legal action that person takes against a third party to recover damages for "bodily injury".
- C. Promptly give us written proof of claim, under oath if required. Such proof shall include:
 1. Full details of the nature and extent of the injuries and treatment received and contemplated; and
 2. Any other information which may assist us in determining the amount of loss payable.
- D. Submit as often as we reasonably require medical or physical exams. We will:
 1. Pay for these exams; and
 2. Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to an exam, we will not be liable for subsequent personal injury protection benefits.

IV. Part F – General Provisions

Part F is amended as follows:

- A. The **Fraud** Provision is replaced by the following:

FRAUD

We do not provide Personal Injury Protection Coverage for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to Personal Injury Protection Coverage under this policy, if the fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction.

Any insurance fraud shall void all Personal Injury Protection Coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits attributable to the discovery of that "insured's" fraud shall be recoverable from that "insured".

- B. Paragraph A. of the **Legal Action Against Us** Provision is replaced by the following:

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, no legal action may be brought against us:
1. Until the claim for benefits is overdue in accordance with the provisions of Paragraph E.1. of Part F; and
 2. Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; and
 3. With respect to the overdue claim specified in the demand letter, if we have:
 - a. Paid the overdue claim; or
 - b. Agreed to pay for future treatment not yet received;within 30 days from the date of receipt of the demand letter by us, in accordance with the requirements of the Florida Motor Vehicle No-Fault Law.

The demand letter shall be mailed to us by U.S. certified mail or registered mail, return receipt requested.

- C. Paragraph B. of the **Policy Period And Territory** Provision is replaced by the following:

POLICY PERIOD AND TERRITORY

- B. The policy territory is:

1. Florida.
2. The United States of America, its territories or possessions or Canada.

This Provision (B.2.) applies only to:

- a. The "named insured" or any "family member" while "occupying" "your covered auto"; or
- b. The "named insured" while occupying a "motor vehicle":
 - (1) Owned by any family member"; and
 - (2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law.

- D. The **Our Right To Recover Payment** Provision is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

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

1. Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and
2. Do nothing after we pay to prejudice these rights.

- B. If we make a payment under this coverage and the person to or for whom payment was made sustained "bodily injury" while:

1. "Occupying"; or
2. A "pedestrian" struck by;

a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, we shall, to the extent of our payment, be entitled to reimbursement from the person who owns such motor vehicle or that person's insurer.

- E. The following provisions are added:

PAYMENT OF BENEFITS

1. Benefits payable under this coverage will be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the provisions of the Florida Motor Vehicle No-Fault law.

2. We may, at our option, pay any medical expense benefits to the:

- a. "Insured"; or
- b. Person or organization providing services or applying for such benefits.

overseas. We will not pay:

1. A claim or charges for such benefits made by a:

- (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
- (2) Person making the claim on behalf of such broker.

- b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:

- (1) But is not so licensed; or
- (2) That is otherwise operating in violation of the Florida Health Care Clinic Act.

- c. A claim or charges for such benefits:

- (1) For any service or treatment that was not rendered at the time rendered;

- (2) By any person who knowingly submits a false or misleading statement relating to the claim or charges;

- (3) With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION 627.736(5)(d);

- (4) For any service or treatment that is:

- (a) Upcoded; or
- (b) That is unbundled when such treatment or service should be bundled;

in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;

- (5) For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
 - (a) Are actually rendered by the physician or are incident to the physician's professional services; and
 - (b) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and paid.
- d. For any invalid diagnosis to be determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.
- e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:
 - (1) Motor vehicle tort claims; or
 - (2) Claims for personal injury protection benefits.
- 3. If a person seeking Personal Injury Protection Coverage is charged with committing a felony, we shall withhold benefits until, at the trial level:
 - a. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
 - b. The charge is dismissed; or
 - c. That person is acquitted.

MODIFICATION OF POLICY COVERAGE

- 1. Any coverage provided under Part C of this policy shall be excess over any personal injury protection benefits paid or payable.

- 2. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under Part B shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

PROVISIONAL PREMIUM

- 1. In the event of any change in the:
 - a. Rules;
 - b. Rates;
 - c. Rating plan;
 - d. Premium schedule;
 - e. Minimum premiums;
 applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:
 - a. Part A;
 - b. Part B; or
 - c. Part C;
 of this policy shall be deemed to be provisional and subject to recomputation.
- 2. If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to the "named insured", in accordance with the Florida Motor Vehicle No-Fault Law, with respect to insurance provided under a previous policy.
- 3. If the final recomputed premium exceeds the premium shown in the Declarations, the "named insured" shall pay us:
 - a. The excess amount; and
 - b. The amount of any return premium previously credited or refunded.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.