

12-0436-00
 THE FESSLER AGENCY INC
 3165 N MCMULLEN BOOTH RD STE G 2
 CLEARWATER FL 33761

00000177



Agency phone: (727) 726-3377

09-16-2024

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

AUTO-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
 Pay My Bill

Pay by Mail
 AUTO-OWNERS INSURANCE
 PO BOX 740312
 CINCINNATI, OH 45274-0312

Pay by Phone
 1-800-288-8740

BRIAR CREEK MOBILE HOME COMMUNITY 1
 4151 WOODLANDS PKWY
 PALM HARBOR FL 34685-3492

RE: Policy 96-886-742-01

Billing Account 019208490

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916



NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.



The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

AVAILABILITY OF RISK MANAGEMENT PLAN - FLORIDA

The Florida Tort Reform and Insurance Act of 1986 requires insurance companies to make available to commercial casualty and commercial property policyholders guidelines for risk management plans.

Risk management guidelines include the following:

- A. Safety measures, including, as applicable, the following areas:
 - 1. Pollution and environmental hazards;
 - 2. Disease hazards;
 - 3. Accidental occurrences;
 - 4. Fire hazards and fire prevention and detection;
 - 5. Liability for acts from the course of business;
 - 6. Slip and fall hazards;
 - 7. Product injury; and
 - 8. Hazards unique to a particular class or category of insureds.
- B. Training to insureds in safety management techniques.
- C. Safety management counseling services.

Risk Management Plan guidelines are available at your request. If you desire this service, please contact your agent or our Loss Control Services department by e-mail at losscontrolsupport@aoinc.com or by phone (855) 586-5388.



NOTICE TO POLICYHOLDER FLORIDA UNINSURED MOTORIST COVERAGE OPTIONS AVAILABLE

Dear Policyholder:

Florida law allows you to make certain choices regarding Uninsured Motorist Coverage provided under your policy. The Uninsured Motorist Coverage provided by your current policy is described in your policy's Declarations page. Your previous selection or rejection of Uninsured Motorist Coverage as reflected on your Declarations page will continue to apply to your auto liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits unless you request a change to your previous selection or rejection in writing. Your selection or rejection shall be conclusively presumed to be an informed, knowing acceptance of such limitations on behalf of all insureds.

This document generally describes all of the coverage options available to you. No coverage is provided by this document. Please review your policy and Declarations page for information regarding your specific coverages.

Uninsured Motorist Coverage Options

Uninsured Motorist Coverage provides coverage for insured persons who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death which results from any of these. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. Uninsured Motorist Coverage also extends coverage for damages caused by motor vehicle owners or operators who have Bodily Injury Liability limits lower than the amount of your damages.

You may select Uninsured Motorist Coverage in an amount equal to your limits for Bodily Injury Liability Coverage. You may also select Uninsured Motorist limits lower than your Bodily Injury Liability limits, or you may entirely reject Uninsured Motorist Coverage.

If any named insured is designated as an individual, you have the option to purchase non-stacked Uninsured Motorist Coverage at a reduced rate. If any named insured is designated as other than an individual, your policy will include non-stacked Uninsured Motorist Coverage, unless you reject Uninsured Motorist Coverage entirely. Under this coverage, if injury occurs in a motor vehicle owned or leased by you or a family member who resides with you, this policy will apply only to the extent of coverage (if any) which applies to that vehicle in this policy. If injury occurs while you are occupying a motor vehicle which is not owned by you or a family member who resides with you, or while you are a pedestrian, you are entitled to select the highest limits of Uninsured Motorist Coverage available on any one motor vehicle covered by a policy for which you are a named insured, insured family member, or insured resident of the named insured's household. If the named insured is an individual and you do not elect to purchase the non-stacked coverage, your policy limits for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Uninsured Motorist Coverage limits would automatically change during the policy term if you increase or decrease the number of motor vehicles covered under the policy.

If you have questions regarding your Uninsured Motorist Coverage that is reflected on your policy's Declarations page or wish to select a different option, you must contact your agent and complete the Florida Option to Reject or Modify Uninsured Motorist Coverage form 58021 (1-17).



OPTION TO MODIFY PERSONAL INJURY PROTECTION BENEFITS

For Personal Injury Protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident family members. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident family members are employed, since lost wages will not be payable in the event of an accident.

If this is an existing or renewal policy, the option you previously selected for Personal Injury Protection will continue to apply, unless you make a different selection below.

Please review carefully and indicate your selection(s) under one of the following options, if desired:

Option 1:

Standard Personal Injury Protection Benefits

Total Aggregate Limit for all Personal

Injury Protection Benefits, except Death Benefits

Medical Expenses

Wage Loss

Replacement Services Expenses

Death Benefits

Limit Per Person

\$10,000 (medical expenses limited to \$2,500 non-emergency)

80% of medical expenses subject to the Florida Motor Vehicle No-Fault Statute's fee schedule and subject to the total aggregate limit for Personal Injury Protection Benefits

60% of wage loss subject to the total aggregate limit subject to the total aggregate limit

\$5,000

☐ Select deductible of ☐ No deductible ☐ \$250 ☐ \$500 ☐ \$1,000 to apply to Personal Injury Protection Benefits for:

☐ Named Insured Only

☐ Named Insured and All Dependent Resident Family Members

☐ Exclude loss of gross income and loss of earning capacity ("lost wages")

☐ Named Insured Only

☐ Named Insured and All Dependent Resident Family Members

Option 2:

Extended Personal Injury Protection Benefits

Total Aggregate Limit for all Personal

Injury Protection Benefits, except Death Benefits

Medical Expenses

Wage Loss

Replacement Services Expenses

Death Benefits

Limit Per Person

\$10,000 (medical expenses limited to \$2,500 non-emergency)

100% of medical expenses subject to the Florida Motor Vehicle No-Fault Statute's fee schedule and subject to the total aggregate limit for Personal Injury Protection Benefits

80% of wage loss subject to the total aggregate limit subject to the total aggregate limit

\$5,000

☐ Select Extended Personal Injury Protection Coverage. **No deductible options are available.**

☐ Exclude loss of gross income and loss of earning capacity ("loss wages"). **Excluded "loss wages" must apply to named insured and all dependent resident family members.**

Signature

Date

Policy Number: 96-886-742-01

Agency: 12-0436-00 THE FESSLER AGENCY INC



Florida
POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Lakeland Regional Office for information and assistance by calling 863-687-4505.

Auto-Owners Insurance Company
Owners Insurance Company
Southern-Owners Insurance Company



INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY THE FESSLER AGENCY INC
12-0436-00 MKT TERR 052 (727) 726-3377

ITEM ONE

NAMED INSURED BRIAR CREEK MOBILE HOME COMMUNITY 1

ADDRESS 4151 WOODLANDS PKWY
PALM HARBOR FL 34685-3492

COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM

Renewal Effective 11-01-2024

POLICY NUMBER 96-886-742-01

Company Use 20-04-FL-2111

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
11-01-2024 to 11-01-2025

Entity: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Combined Liability		1	\$500,000 each accident	\$2,007.31
Uninsured Motorist Coverage		7, 8, 9	\$500,000 each person/ \$500,000 each accident (Non-stacked Uninsured Motorist Coverage selected.)	\$798.67
Personal Injury Protection		7	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	\$119.52
Medical Payments		7	\$5,000 each person	\$15.45
Physical Damage	Comprehensive			No Coverage
	Collision			No Coverage
	Road Trouble Service			No Coverage
	Additional Expense			No Coverage
Premium for Endorsements				
ESTIMATED TOTAL PREMIUM*				\$2,940.95

* This policy may be subject to final audit.



AUTO-OWNERS INS. CO.

Issued 09-16-2024

AGENCY THE FESSLER AGENCY INC
12-0436-00 MKT TERR 052

Company POLICY NUMBER 96-886-742-01
Bill Company Use 20-04-FL-2111

NAMED INSURED BRIAR CREEK MOBILE HOME COMMUNITY 1

Term 11-01-2024 to 11-01-2025

ITEM TWO (Continued)

Endorsements That Apply To All Items: 58000 (01-15) 58001 (01-15) 58200 (01-15) 58524 (01-15) 58550 (01-17) 58555 (01-16)
58558 (03-16) 58706 (07-20) 58800 (07-23) 59325 (12-19) 58097 (05-21)

QUICK REFERENCE FOR COVERED AUTO DESIGNATION SYMBOLS

Refer to the Commercial Auto Policy 58001 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

- | | |
|---|---|
| 1 = Any Auto | 6 = Owned Autos Subject To A Compulsory Uninsured Motorists Law |
| 2 = Owned Autos Only | 7 = Scheduled Autos Only |
| 3 = Owned Private Passenger Autos Only | 8 = Hired Autos Only |
| 4 = Owned Autos Other Than Private Passenger Autos Only | 9 = Non-owned Autos Only |
| 5 = Owned Autos Subject to No-fault | 19 = Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only |

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY THE FESSLER AGENCY INC
12-0436-00 MKT TERR 052 (727) 726-3377

NAMED INSURED BRIAR CREEK MOBILE HOME COMMUNITY 1

ADDRESS 4151 WOODLANDS PKWY
PALM HARBOR FL 34685-3492

COMMERCIAL AUTO POLICY DECLARATIONS STANDARD PROGRAM

Renewal Effective 11-01-2024

POLICY NUMBER 96-886-742-01

Company Use 20-04-FL-2111

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
11-01-2024 to 11-01-2025

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

ITEM THREE - SCHEDULE OF COVERED AUTOS, ADDITIONAL COVERAGES AND ENDORSEMENTS

	TERRITORY	CLASS
Hired Autos Liability - Non-Motor Carrier Operations	004 Pinellas County, FL	SPL
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 500,000 each accident	\$68.91
Uninsured Motorist	\$ 500,000 each person/\$ 500,000 each accident	59.59
	TOTAL	\$128.50

Additional Endorsements For This Item: 58308 (07-23)

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)
Non-stacked Uninsured Motorist Coverage selected.
Rate Effective Date 06-08-2024

130

Non-Owned Autos Liability	004 Pinellas County, FL	SPL
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 500,000 each accident	\$62.03
Uninsured Motorist	\$ 500,000 each person/\$ 500,000 each accident	128.09
	TOTAL	\$190.12

Additional Endorsements For This Item: 58308 (07-23)

Non-stacked Uninsured Motorist Coverage selected.
Rate Effective Date 06-08-2024

130



AUTO-OWNERS INS. CO.

Issued 09-16-2024

AGENCY THE FESSLER AGENCY INC
12-0436-00 MKT TERR 052

Company POLICY NUMBER 96-886-742-01
Bill Company Use 20-04-FL-2111

NAMED INSURED BRIAR CREEK MOBILE HOME COMMUNITY 1

Term 11-01-2024 to 11-01-2025

	TERRITORY	CLASS
1. 1993 FORD RANGER VIN: 1FTCR10A6PTA17945	004 Pinellas County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 500,000 each accident	\$1,876.37
Uninsured Motorist	\$ 500,000 each person/\$ 500,000 each accident	610.99
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency	119.52
Medical Payments	Death Benefits - \$5,000 each person \$ 5,000 each person	15.45
	TOTAL	\$2,622.33

Interested Parties: None

Additional Endorsements For This Item: 58455 (07-23) 58428 (08-21) 58308 (07-23)

ITEM DETAILS: Mid Size Truck <= 6,000 GVW operated within a 100 mile radius.

CLASS (01807): Maintenance Vehicles.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2024

130 0008781

	TERM
ESTIMATED TOTAL PREMIUM	\$2,940.95
PAID IN FULL DISCOUNT	-441.14
ESTIMATED TOTAL PREMIUM IF PAID IN FULL	\$2,499.81

The Paid In Full Discount does not apply to fixed fees or statutory charges.

Policy Rate Code 0000

00394

624229

Countersigned By: THE FESSLER AGENCY INC

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY THE FESSLER AGENCY INC
12-0436-00 MKT TERR 052 (727) 726-3377

NAMED INSURED BRIAR CREEK MOBILE HOME COMMUNITY 1

ADDRESS 4151 WOODLANDS PKWY
PALM HARBOR FL 34685-3492

COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM

Renewal Effective 11-01-2024

POLICY NUMBER 96-886-742-01

Company Use 20-04-FL-2111

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
11-01-2024	to 11-01-2025

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

0799

Scheduled Drivers List

Listed below are drivers currently scheduled on this policy. Please compare the list with your current records and contact your agent with any changes that need to be made. We will update the list accordingly for the next renewal.

Name:		Age	State
Last	First		
JABLONSKI	RAY	73	FL
LACASSEE	TERRY	76	NY



58308 (7-23)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA UNINSURED MOTORIST COVERAGE - NON-STACKED

For a covered **auto** licensed or principally garaged in Florida, this endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

A. COVERAGE

1. We will pay all sums the **insured** is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**. This includes loss of consortium any person is legally entitled to recover because of:
 - a. **Bodily injury** sustained by the **insured**; and
 - b. Caused by an **accident**.
2. With respect to damages resulting from an **accident** with a vehicle described in Paragraph a.(2) of the definition of uninsured motor vehicle, we will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an **insured** and the insurer of the underinsured motor vehicle and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a **suit** brought without **our** written consent is not binding on **us**.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are **insureds**:
 - a. The Named Insured and any **family members**.
 - b. Anyone else **occupying**:
 - (1) A covered **auto**; or
 - (2) A temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
 - c. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are **insureds**:
 - a. Anyone **occupying**:
 - (1) A covered **auto** is an **insured**; or
 - (2) A temporary substitute for a covered **auto** is an **insured**. The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
 - b. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

C. EXCLUSIONS

This insurance does not apply to:

1. Any claim settled or judgment reached without **our** consent, unless **our** right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an **uninsured motor vehicle**.



2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. **Bodily injury** sustained by:
 - a. An individual Named Insured while **occupying** or when struck by a vehicle owned by that individual Named Insured that is not a covered **auto** for Uninsured Motorist Coverage under this policy;
 - b. Any **family member** while **occupying** or when struck by any vehicle owned by that **family member** that is not a covered **auto** for Uninsured Motorist Coverage under this policy;
 - c. Any **family member** while **occupying** or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorist Coverage on a primary basis under any other coverage form or policy; or
 - d. Any **insured** with respect to damages for pain, suffering, mental anguish or inconvenience unless the **bodily injury** 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.
5. Punitive or exemplary damages.
6. **Bodily injury** arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage - Non-stacked while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

8. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage - Non-stacked while such **auto** is being used as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made or **suits** brought, persons injured or vehicles involved in the **accident**, the limit of insurance is as follows:
 - a. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit of Uninsured Motorist - Non-stacked shown in the Declarations for each person.
 - b. Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit of Uninsured Motorist - Non-stacked shown in the Declarations for each **accident**.
2. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorist Coverage endorsement attached to this policy.
3. **We** will not make a duplicate payment under this coverage for any element of **loss** for which payment has been made by or for anyone who is legally responsible.
4. **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 workers compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. The **Other Insurance** Provision in the policy is deleted and replaced by the following:

Other Insurance

- a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any **family member**:
 - (1) While **occupying** a vehicle owned by that Named Insured or any **family member** may equal, but not exceed, the

limit of insurance for Uninsured Motorist Coverage applicable to that vehicle.

- (2) While **occupying** a vehicle not owned by that Named Insured or any **family member** may equal, but not exceed, the sum of:

(a) The limit of insurance for Uninsured Motorist Coverage applicable to the vehicle such Named Insured or any **family member was occupying** at the time of the **accident**; and

(b) The highest limit of insurance for Uninsured Motorist Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any **family member**.

- (3) While not **occupying** any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorist Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any **family member**.

b. Any insurance **we** provide with respect to a vehicle the Named Insured does not own will be excess over any collectible uninsured motorist insurance providing coverage on a primary basis.

c. If the coverage under this policy is provided:

(1) On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. The **Duties in the Event of Accident, Claim, Suit or Loss** provision is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send **us** copies of the legal papers if a **suit** is brought.
- c. A person seeking Uninsured Motorist Coverage must also promptly notify **us** in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the vehicle described in Paragraph

b. of the definition of an **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 vehicle described in Paragraph b. of the definition of an **uninsured motor vehicle**.

3. The **Our Right to Recover Payments** provision is changed by adding the following:

If **we** make any payment and the **insured** recovers from another party, the **insured** will hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid.

Our rights do not apply under this provision with respect to Uninsured Motorist Coverage if **we**:

- a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of a vehicle described in Paragraph b. of the definition of an **uninsured motor vehicle**; and
- b. 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:

- a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorist Coverage; and
- b. **We** also have a right to recover the advanced payment.

4. The following condition is added:

a. **Arbitration**

(1) If **we** and an **insured** do not agree:

- (a) Whether that person is legally entitled to recover damages under this endorsement; or
- (b) As to the amount of damages that are recoverable by that person then the matter may be mediated, in accordance with the Mediation provision, if the damages resulting from **bodily injury** are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, 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.



- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Florida Arbitration Act

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

c. Mediation

- (1) In any claim filed by an **insured** with **us** for:
 - (a) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (b) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
 - (c) **Loss** to a covered **auto** or its equipment, in any amount
 either party may make a written demand for mediation of the claim prior to the institution of litigation.
- (2) The costs of mediation must be reasonable. **We** will bear all expenses of conducting the mediation conference unless **you** fail to appear at the conference. If **you** fail to appear at the conference, then **you** shall bear the expenses of a rescheduled mediation conference. If **we** fail to appear at the conference, **we** shall pay **your** actual cash expenses incurred in attending the conference if **our** failure to attend was not due to a good cause acceptable by the department. **We** are deemed to have failed to appear if **our** representative lacks authority to settle the full value of the claim. **We** shall incur an additional fee, paid to the mediator, for a rescheduled conference necessitated by **our** failure to appear at the scheduled conference.
- (3) Only one mediation may be requested for each claim unless all parties agree to further mediation.
- (4) Disclosures and information divulged in the mediation process are not admissible in any subsequent action or proceeding relating to the claim or to the

cause of action giving rise to the claim. 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.

F. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

- 1. **Occupying** means in, upon, getting in, on, out or off.
- 2. a. **Uninsured motor vehicle** means a land motor vehicle or **trailer**:
 - (1) For which no liability bond or policy applies at the time of an **accident**;
 - (2) That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or **trailer** for which a **bodily injury** liability bond or policy applies at the time of an **accident** but the amount paid 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 caused by the **accident**;
 - (3) For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - (4) For which neither the driver nor owner can be identified. The land motor vehicle or **trailer** must:
 - (a) Hit an individual Named Insured or any **family member**, a covered **auto** or a vehicle such Named Insured or any **family member** is **occupying**; or
 - (b) Cause an **accident** resulting in **bodily injury** to an individual Named Insured or any **family member** without hitting that Named Insured, any **family member**, a covered **auto** or a vehicle such Named Insured or any **family member** is **occupying**.
 If there is no physical contact with the land motor vehicle or **trailer**, 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.
- b. However, **uninsured motor vehicle** does not include any vehicle:
 - (1) Owned by a governmental unit or agency;

- (2) Designed for use mainly off public roads while not on public roads; or
- (3) Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any **family member** unless it is a covered **auto** to which the coverage form's Liability Coverage applies and liability

coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any **family member**; or

- (4) Located for use as a residence or premises.

All other policy terms and conditions apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - PERSONAL INJURY PROTECTION

For a covered **auto** licensed or principally garaged in Florida, this endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

We agree with the **named insured**, subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

A. COVERAGE

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an **insured** who sustains **bodily injury** in an **accident** arising out of the ownership, maintenance or use of a **motor vehicle**. Personal Injury Protection benefits consist of the following:

1. Medical Benefits

- a. Medical Benefits, meaning 80% of the following schedule of maximum charges specified in the Florida Motor Vehicle No-Fault Law, section 627.736, Florida Statutes, for **medically necessary** medical, surgical, X-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services, if the injured person receives initial services and care within 14 days after the **motor vehicle** accident:

- (1) For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.
- (2) For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- (3) For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the

usual and customary charges in the community.

- (4) For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- (5) For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- (6) For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - (a) The participating physicians fee schedule of Medicare Part B except as provided in (b) and (c) below.
 - (b) Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
 - (c) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in (6) above, we will limit reimbursement to 80% of the maximum reimbursable allowance under workers compensation, as determined under s. 440.13, 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.

- b. For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the **service year** in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies or care rendered during that **service year**, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

We shall use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies or care.

However, the Medical Benefits shall provide reimbursement only for such:

- (1) Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, or an advanced practice registered nurse registered under chapter 464, Florida Statutes 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, Florida Statutes, which provides emergency transportation and treatment; and
- (2) Followup services and care referred by the health care provider of the initial services and care, consistent with the underlying medical diagnosis rendered in the initial services and care that are lawfully provided, supervised, ordered or

prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or an advanced practice registered nurse registered under chapter 464, Florida Statutes, 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, Florida Statutes, or an advanced practice registered nurse licensed under chapter 464, Florida Statutes. Followup services and care may also be provided by the following persons or entities:

- (a) A hospital or ambulatory surgical center licensed under chapter 395, Florida Statutes.
- (b) An **entity wholly owned** by one or more physicians licensed under chapter 458 or chapter 459, Florida Statutes, chiropractic physicians licensed under chapter 460, Florida Statutes, advanced practice registered nurses registered under chapter 464, Florida Statutes, or dentists licensed under chapter 466, Florida Statutes 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, Florida Statutes, based upon a referral by a provider described in (2) immediately above.
- (e) A health care clinic licensed under part X of chapter 400, Florida Statutes, 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, Florida Statutes, chapter 459, Florida Statutes, or chapter 460, Florida Statutes;
 - 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

3) 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 Benefits, do not include massage therapy as defined in s. 480.033, Florida Statutes, or acupuncture as defined in s. 457.102, Florida Statutes, regardless of the person, entity, or licensee providing massage therapy or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision.

2. **Disability Benefits**

a. **Replacement Services Expenses**

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household, subject to the total aggregate limit;

b. **Wage Loss**

With respect to the period of disability of the injured person, 60% of any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person, subject to the total aggregate limit; and

3. **Death Benefits**

Death Benefits are in addition to the Medical Benefits, Replacement Services Expenses and Wage Loss provided under this policy. **We** may pay Death Benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or marriage, or to any person appearing to **us** to be equitably entitled to such benefits.

B. WHO IS AN INSURED

- 1. The **named insured**.
- 2. If the **named insured** is an individual, any **family member**.

- 3. Any other person while **occupying** a covered **motor vehicle** with the **named insured's** consent.
- 4. A **pedestrian** if the **pedestrian** is struck by a covered **motor vehicle**.

C. EXCLUSIONS

We will not pay Personal Injury Protection benefits for **bodily injury**:

- 1. Sustained by the **named insured** or any **family member** while **occupying** any **motor vehicle** owned by the **named insured** that is not a covered **motor vehicle**;
- 2. Sustained by any person while operating the covered **motor vehicle** without the **named insured's** expressed or implied consent;
- 3. Sustained by any person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - a. Causing **bodily injury** to himself or herself intentionally; or
 - b. While committing a felony;
- 4. To any **pedestrian**, other than the **named insured** or any **family member**, not a legal resident of the state of Florida;
- 5. To any person, other than the **named insured**, if that person is the **owner** of a **motor vehicle** for which security is required under the Florida Motor Vehicle No-fault Law;
- 6. To any person, other than the **named insured**, or any **family member**, who is entitled to Personal Injury Protection benefits from the owner of a **motor vehicle** that is not a covered **motor vehicle** under this insurance or from the **owner's** insurer; or
- 7. To any person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

D. LIMIT OF INSURANCE

- 1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of Personal Injury Protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this policy, for or on behalf of any one person who sustains **bodily injury** as the result of any one **accident**, shall be \$10,000 when it has been determined, by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a physician assistant licensed under chapter 458 or chapter 459, Florida Statutes, or

an advanced practice registered nurse licensed under chapter 464, Florida Statutes, that the injured person had an **emergency medical condition**. However, Medical Benefits shall be limited to \$2,500 when:

- a. A health care provider, as described in **A. COVERAGE, 1.b.(1)** which provided the initial services and care; or
- b. A health care provider, as described in **A. COVERAGE, 1.b.(2)** which provided the followup services and care

did not determine that the injured person had an **emergency medical condition**.

2. **We** will pay no more than \$5,000 per individual for Death Benefits. Death Benefits are in addition to the Medical and Disability Benefits provided under this policy.
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of **loss** under any workers compensation law.
4. If Personal Injury Protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, **we** will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from **us** its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Declarations will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each **insured** to whom the deductible applies. Such deductible will apply:
 - a. Only to the **named insured**, if designated PIP Deductible (X); or
 - b. Only to the **named insured** and each dependent **family member**, if designated PIP Deductible (Y)
 as shown in the Declarations under Personal Injury Protection.
 The deductible does not apply to the Death Benefit.
6. Any amount paid under this coverage for Medical Benefits shall be limited by the medical fee schedule as provided by this policy.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is deleted and replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits: In the event of an **accident**, the **named insured** must give **us** or **our** authorized representative prompt written notice of the **accident**.

If any injured person or his or her legal representative institutes a legal action to recover damages for **bodily injury** against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to **us** as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give **us** written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send **us** any other information that will assist **us** in determining the amount due and payable.

A person seeking personal injury protection benefits must submit 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.

2. **Legal Action Against Us** is deleted and 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 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 Paragraph **F.2.** of this endorsement; and
 - (2) Until **we** are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to **us** via U.S. certified or registered mail; and
 - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, **we**:
 - (a) Pay the overdue claim; or
 - (b) Agree to pay for future treatment not yet rendered in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b. If legal action is brought against **us**, all claims related to the same health care provider or facility shall be brought in a single



action, unless good cause can be shown why such claims should be brought separately.

3. **Our Right to Recover Payments** is deleted and replaced by the following:

Our Right to Recover Payments

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. **We** will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the **bodily injury** from which the payment arises. **We** will also have a lien on those proceeds.
- b. If any person to or for whom **we** pay benefits has rights to recover benefits from another, those rights are transferred to **us**. That person must do everything necessary to secure **our** rights and must do nothing after loss to impair them.
- c. The insurer providing Personal Injury Protection benefits on a private passenger **motor vehicle**, as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of Personal Injury Protection benefits from the **owner** or the insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while **occupying**, or while a **pedestrian** through being struck by, such commercial **motor vehicle**. However, such insurer's right of reimbursement under this Paragraph **c**. does not apply to an **owner** or registrant of a **motor vehicle** used as a taxicab.

4. **Concealment, Misrepresentation or Fraud** is deleted and replaced by the following:
Concealment, Misrepresentation or Fraud
We do not provide coverage under this endorsement for an **insured** if that **insured** has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if 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 voids all personal injury protection coverage arising from the claim with respect to the **insured** who committed the fraud.

Any benefits paid prior to the discovery of the fraud are recoverable from that **insured**.

5. **Policy Term and Territory** is deleted and replaced by the following:

Policy Term and Territory

The insurance under this section applies only to **accidents** which occur during the policy term:

- a. In the state of Florida;
- b. As respects the **named insured** or any **family member**, while **occupying** the covered **motor vehicle** outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the **named insured**, while **occupying a motor vehicle** of which a **family member** is the **owner** and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. ADDITIONAL CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only. The following conditions are added:

1. Mediation

- a. In any claim filed by an **insured** with **us** for:
 - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**;
 - or
 - (3) **Loss** to a covered **auto** or its equipment, in any amount
 either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. The costs of mediation must be reasonable. **We** will bear all expenses of conducting the mediation conference unless **you** fail to appear at the conference. If **you** fail to appear at the conference, then **you** shall bear the expenses of a rescheduled mediation conference. If **we** fail to appear at the conference, **we** shall pay **your** actual cash expenses incurred in attending the conference if **our** failure to attend was not due to a good cause acceptable by the department. **We** are deemed to have failed to appear if **our** representative lacks authority to settle the full value of the claim.

We shall incur an additional fee, paid to the mediator, for a rescheduled conference necessitated by **our** failure to appear at the scheduled conference.

- c. Only one mediation may be requested for each claim unless all parties agree to further mediation.
- d. Disclosures and information divulged in the mediation process are not admissible in any subsequent action or proceeding related to the claim or to the cause of action giving rise to the claim. 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.

2. Payment of Benefits

Personal Injury Protection benefits payable under this policy, whether the full or partial amount, may be overdue if not paid within 30 days after **we** are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if **we** have a reasonable belief that a fraudulent insurance act has been committed relating to Personal Injury Protection coverage under this policy, **we** will notify the **insured** in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, **we** will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

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

3. Modification of Policy Coverages

Any Auto Medical Payments Coverage and any Uninsured Motorist Coverage afforded by the policy shall be excess over any Personal Injury Protection benefits paid or payable.

Regardless of whether the full amount of Personal Injury Protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical ex-

penses which are otherwise covered but not payable because of the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

4. Medical Reports and Examinations; Payment of Claim Withheld

As soon as practicable, the person making the claim shall submit to mental and physical examinations at **our** expense when and as often as **we** may reasonably require and a copy of the medical report shall be forwarded to such person if requested.

At **our** request, the person making the claim or someone acting on behalf of such person must authorize **us** to obtain medical and other records which pertain to the **bodily injury**.

If the person unreasonably refuses to submit to, or fails to appear at, an examination, **we** will not be liable for subsequent Personal Injury Protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, **we** shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium shown in the Declarations for any Liability, Medical Payments and Uninsured Motorist insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the **named insured** pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the **named insured** shall pay to **us** the excess as well as the amount of any return premium previously credited or refunded.



6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying**, or through being struck by, a **motor vehicle** rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the Personal Injury Protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

- a. In a dispute between **us** and an **insured**, or between **us** and an assignee of the **insured's** Personal Injury Protection benefits, **we** will, upon request, notify such **insured** or assignee that the limits for Personal Injury Protection have been reached. **We** will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, **we** will, upon request, provide an **insured** with a copy of a log of Personal Injury Protection benefits paid by **us** on behalf of the **insured**. **We** will provide such information within 30 days of receipt of the request for the log from the **insured**.

G. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

1. **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 **insured's** health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.
2. **Entity wholly owned** means a proprietorship, group practice, partnership, or corporation that provides health care services rendered by licensed health care practitioners and in which licensed health care practitioners are the business owners of all aspects of the business entity, including, but not limited to, being including, but not limited to, being reflected as the business owners on the title or lease of the physical facility, filing taxes as the business owners, being account holders on the entity's

bank account, being listed as the principals on all incorporation documents required by this state, and having ultimate authority over all personnel and compensation decisions relating to the entity. However, this definition does not apply to an entity that is wholly owned, directly or indirectly, by a hospital licensed under chapter 395, Florida Statutes.

3. **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 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 other health care provider.
4. **Motor vehicle** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle. However, **motor vehicle** does not include:
 - a. A mobile home;
 - b. Any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
5. **Named insured** means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.
6. **Occupying** means in or upon or entering into or alighting from.
7. **Owner** means a person or organization who holds the legal title to a **motor vehicle** and also includes:
 - a. A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement;
 - b. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease is for a period of six months or

more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

8. **Pedestrian** means a person while not an occupant of any self-propelled vehicle.

9. **Service year** means the period from March 1 through the end of February of the following year.

All other policy terms and conditional apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered **auto** licensed or principally garaged in Florida, this endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions,

a. Supplementary Payments is amended. Paragraph (6) is deleted and replaced by the following.

(6) All costs **we** incur in the settlement of any claim or defense of any **suit we** defend. However, such costs shall not include attorneys' fees or attorneys' expenses taxed against the **insured** unless the attorneys' fees or attorneys' expenses **were** taxed against the **insured** as a result of **our** rejection of an offer of judgment at or below the applicable limit of insurance while providing a defense for that **insured**.

B. SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE, Paragraph 1. is amended. Paragraph a.(5) is deleted and replaced by the following.

(5) Replacement of any safety or laminated glass. However, in no event, shall a deductible apply to **loss** to glass used in the windshield.

C. SECTION V - CONDITIONS is amended.

1. **A. LOSS CONDITIONS, 3. Appraisal for Physical Damage Loss** is deleted and replaced by the following.

3. Appraisal for Physical Damage Loss

If **you** and **we** disagree 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 this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will

state separately the actual cash value and 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:

- a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
- If **we** submit to an appraisal, **we** will still retain **our** right to deny the claim.

2. B. GENERAL CONDITIONS is amended.

1. The following provision is added to **2. Other Insurance**.

a. When this policy and any other Coverage Form or policy providing liability coverage applies to an **auto** and:

- (1) One provides coverage to a lessor of **autos** for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **B.1.a.(1)**

then the Coverage Form or policy issued to the lessor described in Paragraph **B.1.a.(1)** is excess over any insurance available to a person described in **B.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

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 FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

- b. When this policy and any other Coverage Form or policy providing liability coverage applies to an **auto** being used as a temporary substitute for a service customer's auto that is being held by a motor vehicle dealer, or a motor vehicle dealer's leasing or rental affiliate for repair, service or adjustment; and

- (1) One provides coverage to the service customer; and
- (2) The other provides coverage to a motor vehicle dealer or a motor vehicle dealer's leasing or rental affiliate

then the Coverage Form or policy issued to the service customer described in Paragraph **B.1.b.(1)** is primary over any insurance available to an entity described in Paragraph **B.1.b.(2)** if:

- (a) The vehicle is provided without charge or at a reasonable daily charge; and
- (b) There is no negligence or criminal wrongdoing on the part of the vehicle dealer, or its leasing or rental affiliate; and
- (c) The vehicle dealer or its leasing or rental affiliate executes a written rental or use agreement and obtains from the person receiving the temporary replacement a copy of the person's driver license and insurance information reflecting at least the minimum motor vehicle insurance coverage provided in the state.

2. The following conditions are added.

(1) Mediation

- a. In any claim filed by an **insured with us** for:

- (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
- (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
- (3) **Loss** to a covered **auto** or its **equipment or custom furnishings**, in any amount

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- b. The costs of mediation must be reasonable. **We** will bear all expenses of conducting the mediation conference unless **you** fail to appear at the conference. If **you** fail to appear at the conference, then **you** shall bear the expenses of a rescheduled mediation conference. If **we** fail to appear at the conference, **we** shall pay **your** actual cash expenses incurred in attending the conference if **our** failure to attend was not due to a good cause acceptable to the department. **We** are deemed to have failed to appear if **our** representative lacks authority to settle the full value of the claim. **We** shall incur an additional fee, paid to the mediator, for a rescheduled conference necessitated by **our** failure to appear at a scheduled conference.
- c. Only one mediation may be requested for each claim unless all parties agree to further mediation.
- d. Disclosures and information divulged in the mediation process shall not be admissible in any subsequent action or proceeding relating to the claim or cause of action giving rise to the claim. 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.

(2) INSUFFICIENT FUNDS FEE

We may impose an insufficient funds fee of up to \$15 per occurrence, if, because of insufficient funds, **your** payment of premium by debit card, credit card, electronic funds transfer or electronic check is returned, declined or cannot be processed. However, **we** may not charge **you** an insufficient funds fee if the failure in payment resulted from fraud or misuse on **your** account from which the payment was made and such fraud or misuse was not attributed to **you**.

All other policy terms and conditions apply.



