

22-0042-00
FISHER BROWN INSURANCE
19 W GARDEN ST STE 300
PENSACOLA FL 32502

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

AUTO-OWNERS INSURANCE COMPANY

Agency phone: (850) 432-7474

11-07-2024

BAY POINT IMPROVEMENT ASSOC INC
495 N RICHARD JACKSON BLVD
PANAMA CITY BEACH FL 32407-3647

This is not a bill. The premium can be paid before a bill is sent using any of the following methods:

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

RE: Policy 47-738-072-01

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **850.432.7474**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

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

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@aoin.com or by phone (855) 586-5388.

POLICYHOLDER NOTICE USE OF MEDICAL FEE SCHEDULE FOR PERSONAL INJURY PROTECTION CLAIMS

We will limit reimbursement of medical expenses under Personal Injury Protection coverage to 80 percent of the following schedule of maximum charges specified in the Florida Motor Vehicle No-Fault Law, section 627.736, Florida Statutes:

- a. For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 1. The participating physicians fee schedule of Medicare Part B, except as provided in 2. and 3. below.
 2. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 3. 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 f. above, we will limit reimbursement to 80 percent 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.

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. The term "service year" means the period from March 1 through the end of February of the following year.

If you have elected Extended Personal Injury Protection, as shown in the Declarations, we will limit reimbursement for medical benefits to 100 percent of the schedule of maximum charges set forth by the above described fee schedule for the named insured and resident family members and 80 percent of the schedule of maximum charges set forth by the above described fee schedule for persons other than the named insured or resident family members.

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.

Your policy contains the terms and conditions of this coverage. Should you have any questions about this or other issues related to your policy, please contact your agent for assistance.

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:

<u>Standard Personal Injury Protection Benefits</u>	<u>Limit Per Person</u>
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	\$10,000 (medical expenses limited to \$2,500 non-emergency)
Medical Expenses	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
Wage Loss	60% of wage loss subject to the total aggregate limit
Replacement Services Expenses	subject to the total aggregate limit
Death Benefits	\$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:

<u>Extended Personal Injury Protection Benefits</u>	<u>Limit Per Person</u>
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	\$10,000 (medical expenses limited to \$2,500 non-emergency)
Medical Expenses	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
Wage Loss	80% of wage loss subject to the total aggregate limit
Replacement Services Expenses	subject to the total aggregate limit
Death Benefits	\$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: 47-738-072-01

Agency: 22-0042-00 FISHER BROWN INSURANCE

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 Tallahassee Regional Office for information and assistance by calling 850-216-3180.

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

**NOTICE TO POLICYHOLDER
STATED AMOUNT**

Dear Policyholder:

One or more autos shown in the enclosed Declarations are insured on a Stated Amount basis. In accordance with the provisions of this policy, losses will be settled on the actual cash value of the auto at the time of loss, subject to a maximum payment of the Stated Amount as indicated by "SA" in the Declarations. Requesting coverage on a Stated Amount basis does not guarantee payment in that amount should a claim occur. Please refer to Section III, C.1. of the Commercial Auto Policy for coverage details.

Please review your Declarations for those autos you have insured on a Stated Amount basis and advise your agency of any change in value.

This notice is for informational purposes. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding this policy or this notice, please contact your agency.

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

AGENCY FISHER BROWN INSURANCE
22-0042-00 MKT TERR 054 (850) 432-7474

ITEM ONE
NAMED INSURED BAY POINT IMPROVEMENT ASSOC INC

ADDRESS 495 N RICHARD JACKSON BLVD
PANAMA CITY BEACH FL 32407-3647

**COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM**

Company/Agency Changed Effective 11-13-2024
POLICY NUMBER 47-738-072-01
Company Use 78-04-FL-1311

Company Bill	POLICY TERM	
	12:01 a.m. 11-13-2024	12:01 a.m. 11-13-2025

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		7, 8, 9, 19	\$1Million each accident	\$5,903.82
Uninsured Motorist Coverage				No Coverage
Personal Injury Protection		7	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	\$227.95
Medical Payments				No Coverage
Physical Damage	Comprehensive	7	\$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$380.95
	Collision	7	\$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$945.52
	Road Trouble Service			No Coverage
	Additional Expense			No Coverage
Premium for Endorsements				
ESTIMATED TOTAL PREMIUM*				\$7,458.24

* This policy may be subject to final audit.

AUTO-OWNERS INS. CO.

Issued 11-07-2024

AGENCY FISHER BROWN INSURANCE
22-0042-00 MKT TERR 054Company
Bill**POLICY NUMBER**
Company Use**47-738-072-01**
78-04-FL-1311

NAMED INSURED BAY POINT IMPROVEMENT ASSOC INC

Term 11-13-2024 to 11-13-2025

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) 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

2 = Owned Autos Only

3 = Owned Private Passenger Autos Only

4 = Owned Autos Other Than Private Passenger Autos
Only

5 = Owned Autos Subject to No-fault

6 = Owned Autos Subject To A Compulsory Uninsured
Motorists Law

7 = Scheduled Autos Only

8 = Hired Autos Only

9 = Non-owned Autos Only

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 FISHER BROWN INSURANCE
22-0042-00 MKT TERR 054 (850) 432-7474

NAMED INSURED BAY POINT IMPROVEMENT ASSOC INC

ADDRESS 495 N RICHARD JACKSON BLVD
PANAMA CITY BEACH FL 32407-3647

**COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM**

Company/Agency Changed Effective 11-13-2024

POLICY NUMBER 47-738-072-01

Company Use 78-04-FL-1311

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
11-13-2024	11-13-2025

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

	TERRITORY	CLASS
Hired Autos Liability - Non-Motor Carrier Operations	061 Bay County, FL	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$80.24
TOTAL		\$80.24

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)
Rate Effective Date 06-08-2024

130

Non-Owned Autos Liability	061 Bay County, FL	SPL
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COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$80.02
TOTAL		\$80.02

Rate Effective Date 06-08-2024

130

1. 2022 TOYT TACOMA VIN: 3TYRX5GN2NT054068	061 Bay County, FL	
-----------------------------------------------	-----------------------	--

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$2,882.35
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency	112.61
Comprehensive	Death Benefits - \$5,000 each person	196.34
Collision	ACV - \$ 500 deductible	519.97
	ACV - \$ 500 deductible	
TOTAL		\$3,711.27

Interested Parties: None

Additional Endorsements For This Item: 58455 (07-23)

ITEM DETAILS: Mid Size Truck <= 6,000 GVW operated within a 100 mile radius.
CLASS (01808): NOC - All Others.
Vehicle Count Factor Applies.
Rate Effective Date 06-08-2024

130 0025626

AUTO-OWNERS INS. CO.

Issued 11-07-2024

AGENCY FISHER BROWN INSURANCE
22-0042-00 MKT TERR 054

Company
Bill

POLICY NUMBER
Company Use

47-738-072-01
78-04-FL-1311

NAMED INSURED BAY POINT IMPROVEMENT ASSOC INC

Term 11-13-2024 to 11-13-2025

		TERRITORY	CLASS
2. 2023 TOYT TACOMA VIN: 3TYRX5GN6PT069112		061 Bay County, FL	
COVERAGES	LIMITS	PREMIUM	
Combined Liability	\$1Million each accident	\$2,861.21	
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency	115.34	
Comprehensive	Death Benefits - \$5,000 each person ACV not to exceed \$ 30,000 (SA) - \$ 500 deductible	184.61	
Collision	ACV not to exceed \$ 30,000 (SA) - \$ 500 deductible	425.55	
TOTAL		\$3,586.71	

Interested Parties: None

Additional Endorsements For This Item: 58455 (07-23)

ITEM DETAILS: Mid Size Truck <= 6,000 GVW operated within a 100 mile radius.
CLASS (01808): NOC - All Others.
Vehicle Count Factor Applies.
Stated Amount (SA) - See Notice to Policyholder Stated Amount 58177 (01-15).
Rate Effective Date 06-08-2024

130 0026251

ESTIMATED TOTAL PREMIUM	TERM \$7,458.24
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Policy Rate Code 0000

00383
531210

Countersigned By: FISHER BROWN INSURANCE

Auto-Owners

58974 (1-17)
Issued 11-07-2024

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

AGENCY FISHER BROWN INSURANCE
22-0042-00 MKT TERR 054 (850) 432-7474

NAMED INSURED BAY POINT IMPROVEMENT ASSOC INC

ADDRESS 495 N RICHARD JACKSON BLVD
PANAMA CITY BEACH FL 32407-3647

COMMERCIAL AUTO POLICY DECLARATIONS STANDARD PROGRAM

Company/Agency Changed Effective 11-13-2024

POLICY NUMBER 47-738-072-01

Company Use 78-04-FL-1311

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
11-13-2024 to 11-13-2025

0671

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: Last	First	Age	State
HORVATH	ANDREW	37	FL
ANDERSON	MARK	71	FL
VINSON	MISTY	44	FL
DAMMRICH	SARAH	35	FL
BAGWELL	JOSEPH	21	FL
HINDS	JESSICA	22	FL

Commercial Auto Policy

Auto-Owners Insurance Company

POLICY NON-ASSESSABLE

This policy is non-assessable. Subject to the provisions of General Condition 5. Changes and any audit provisions of any coverage provided, the premium shown in the Declarations is the only premium you will be asked to pay.

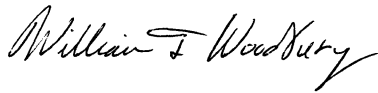
PARTICIPATING

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company, this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

QUICK REFERENCE

THE DECLARATIONS PAGE SHOWS THE: **NAMED INSURED
SCHEDULE OF COVERED AUTOS AND COVERAGES
LIMIT OF INSURANCE
ENDORSEMENTS THAT APPLY TO THIS POLICY
PREMIUM**

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COMMERCIAL AUTO POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy, words and phrases that appear in **bold face type** have special meaning. Refer to SECTION VI - DEFINITIONS. The descriptions in the headings of this policy and all applicable endorsements are solely for convenience and are not part of the terms and conditions of coverage.

SECTION I - COVERED AUTOS

A. COVERED AUTO DESIGNATION SYMBOLS

The following symbols describe the **autos** for which coverage may be provided. Symbols shown next to

the various coverages in the Declarations designate only those **autos** which shall be considered covered **autos** for each such coverage.

Symbol	Description Of Covered Auto Designation Symbols	
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Covered Autos Liability Coverage any trailer you do not own while connected to or accidentally disconnected from a power unit you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only private passenger autos you own (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a private passenger auto you own). This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not private passenger autos (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit, other than a private passenger auto, you own). This includes those autos that are not private passenger autos you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-fault	Only those autos you own that are required by law to have no-fault benefits in the state in which they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorist Law	Only those autos you own that are required by law of the state in which they are licensed or principally garaged to have and cannot reject Uninsured Motorist Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Scheduled Autos Only	Only those autos scheduled in the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit scheduled in the Declarations).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees , partners (if you are a partnership), members (if you are a limited liability company), executive officers (if you are a corporation), or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees , partners (if you are a partnership), members (if you are a limited liability company), executive officers (if you are a corporation), or members of their households, but only while used in your business or your personal affairs.

Symbol	Description Of Covered Auto Designation Symbols	
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. NEWLY ACQUIRED AUTOS

If Symbol 7 is entered next to a coverage in Item Two of the Declarations, then:

1. Coverage

a. An **auto you** acquire ownership of shall be a covered **auto** provided:

- (1) The date **you** acquire ownership of the **auto** is during the policy term shown in the Declarations;
- (2) No other insurance policy provides coverage for the **auto**; and
- (3) **We** already cover all other **autos you** own, that are licensed for use on public roadways, except any that are out of service because of mechanical breakdown or damage sustained in an **accident**; and

b. If such **auto you** acquire ownership of:

- (1) Replaces an **auto you** previously owned, it shall be provided only those coverages which applied to the replaced **auto**.
- (2) Is an additional **auto** (that is not a **trailer**), it shall be provided the following coverages:
 - (a) For other than physical damage coverage, it shall be provided the broadest coverages applicable to any one covered **auto** (that is not a **trailer**).
 - (b) For physical damage coverage, it shall be provided only those coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.
- (3) Is an additional **auto** (that is a **trailer**), it shall be provided only those physical damage coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.

2. Duration of Coverage

Coverage for an **auto you** acquire ownership of shall apply for the remainder of the policy term or 30 days from the date **you** acquired

ownership of the **auto** if this policy is renewed, whichever is longer.

3. Reporting

You must report all **autos you** acquire ownership of to **us** by the expiration of the policy term during which the **auto** was acquired or 30 days from the date **you** acquired the **auto** if this policy is renewed, whichever is longer.

4. Premium

You will be charged the premium for all **autos you** acquire ownership of that are provided coverage under this extension from the date **you** acquired the **autos**.

5. Option to Purchase Physical Damage Coverage

You may at any time during the first 30 days after **you** acquire ownership of the **auto**, purchase the broadest physical damage coverages applicable to any one **auto** already scheduled in the Declarations.

C. TRAILERS AND MOBILE EQUIPMENT

The Covered Autos Liability Coverage provided by this policy for an **auto** extends to:

1. A **trailer** that is not connected to an **auto**, provided such **trailer**:

- a. Has a load capacity of 2,000 pounds or less; and
- b. Is owned by or is in the care, custody or control of:
 - (1) **You**;
 - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
 - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership or use of the **trailer** by the individuals or organizations described in (1), (2) and (3) immediately above.

2. A **trailer** that is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage provided by this policy does not apply, provided such **trailer**:

- a. Has a load capacity of 2,000 pounds or less; and

- b. Is owned by:
- (1) **You**;
 - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
 - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership of the **trailer** arising from the use of the **trailer** by an individual or organization other than the **trailer** owner. No coverage applies to the owner or operator of the **auto** (that is not a **trailer**) to which the **trailer** is connected.

3. **Mobile equipment** while being carried or towed by a covered **auto**.
4. Non-motorized farm machinery or farm wagons while connected to or accidentally disconnected from such covered **auto**.

D. TEMPORARY SUBSTITUTE AUTOS

Any **auto you** do not own while used with the permission of its owner as a temporary substitute for a covered **auto you** own that is out of service because of its:

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

shall be provided only those coverages which apply to such covered **auto** that is out of service.

E. HIRED AUTOS

Any leased, hired, rented or borrowed **auto** scheduled in the Declarations will be considered a covered **auto you** own and not a covered **auto you** lease, hire, rent or borrow.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an **insured** legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**.

We will also pay all sums an **insured** legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**. However, **we** will only pay for the **covered pollution cost or expense** if there is either **bodily injury** or **property damage** to which this insurance applies that is caused by the same **accident**.

We will investigate, settle or defend, as **we** consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy. **We** will do this at **our** expense, using attorneys of **our** choice. **Our** duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are **insureds**:

- a. **You** for any covered **auto**.
- b. Anyone else while using, with **your** permission, a covered **auto** (that is not a **trailer**) **you** own, lease, hire, rent or borrow except:
 - (1) (a) The owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed; or

(b) Any **employee**, agent or driver of the owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed.

- (2) Your **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), if such covered **auto** is owned by him or her or a member of his or her household.
- (3) A person using such covered **auto** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.
- (4) A person, other than an **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), or a lessee or borrower or any of their **employees**, while moving property to or from such covered **auto**.

- c. The owner of a **trailer**, non-motorized farm machinery or farm wagon only when connected to or accidentally disconnected from a covered **auto**.
- d. A partner (if **you** are a partnership), a member (if **you** are a limited liability company) or an **executive officer** (if **you** are a corporation) while someone, other than **you**, is using with **your** permission a covered **auto**

you do not own, lease, hire, rent or borrow, in connection with **your** business.

- e. If **you** are an individual:
 - (1) A **family member** who does not own an **auto** (that is not a **trailer**); and
 - (2) A **family member** who owns an **auto** scheduled in the Declarations while using a covered **auto**; and
 - (3) Anyone else while using, with the permission of a **family member**, a scheduled **auto**.
- f. Anyone liable for the conduct of an **insured** described in 1.a. through 1.e. immediately above, only to the extent of that liability.
- g. Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations while using a scheduled **auto**.
- h. Those individuals or organizations described in 1.e. and 1.g. immediately above for liability associated with ownership or use of a **trailer** not scheduled in the Declarations which is owned by such individual or organization only when such **trailer**:
 - (1) Has a load capacity of 2,000 pounds or less; and
 - (2) Is not connected to an **auto**; or
 - (3) Is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage is not provided by this policy while such **trailer** is being used by an individual or organization other than the **trailer** owner.
- i. While any covered **auto** scheduled in the Declarations is rented or leased to **you** and is being used by or for **you**, its owner or anyone else from whom **you** rent or lease it is an **insured** but only for that covered **auto**.

2. Coverage Extensions

a. Supplementary Payments

In addition to **our** Limit of Insurance for Covered Autos Liability Coverage, **we** will also pay:

- (1) Premiums on appeal bonds in any **suit we** defend. **We** will not apply for or furnish such bonds.
- (2) Premiums on bonds to release attachments in any **suit** against an **insured we** defend, but only for bond amounts that do not exceed the applicable Limit of Insurance. **We** will not apply for or furnish such bonds.
- (3) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** will not apply for or furnish such bonds.

- (4) Interest on damages owed by an **insured** because of a judgment in a **suit we** defend and accruing:
 - (a) After the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
 - (b) Before the judgment, where owed by law, but only on that part of the judgment **we** pay.
- (5) Expenses an **insured** incurs for first aid to others at the time of an **accident** covered by this policy.
- (6) All court costs taxed against an **insured** in any **suit** against that **insured** which **we** defend.
- (7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$250 per day.

b. Out-of-state Coverage Extensions

While a covered **auto** is away from the state where it is licensed, **we** will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not duplicate payments available under this or any other insurance for the same elements of **loss**.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. Care, Custody or Control

Property damage to or **covered pollution cost or expense** involving property owned or transported by the **insured** or in the **insured's** care, custody or control. This exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. **Property damage** to a residence or private garage, caused by a covered **private passenger auto**, when the residence or private garage is in the care, custody or control of the **insured**.

2. Contractual

Liability for **bodily injury** or **property damage** assumed under any contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided that the **bodily injury** or **property damage** occurs subsequent to the execution of such contract or agreement;
- b. That the **insured** would have in the absence of the contract or agreement; or
- c. Assumed in a **private passenger auto** lease or rental agreement, provided **you** are an individual and a party to the contract.

3. Employee Indemnification and Employer's Liability

Bodily injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing the duties related to the conduct of the **insured's** business; or
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph **3.a.** above.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to **bodily injury** to **domestic employees** not entitled to workers compensation benefits or to liability assumed by the **insured** under an **insured contract**.

4. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of any **insured** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of **your** business; or
- b. The spouse, child, parent, brother or sister of the fellow **employee** as a consequence of Paragraph **4.a.** above.

5. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **insured**.

6. Handling of Property

Bodily injury or **property damage** resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**;

- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**; or
- c. To or from any non-motorized farm machinery or farm wagon.

7. Operations

Bodily injury or **property damage** arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of **mobile equipment**.
- b. Machinery or equipment that is in, upon or attached to a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- c. Machinery or equipment that is in, upon or attached to a **trailer**, non-motorized farm machinery or farm wagon.

8. Completed Operations

Bodily injury or **property damage** arising out of **your** work after that work has been completed or abandoned.

In this exclusion, **your** work means:

- a. Work or operations performed by **you** or on **your** behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **8.a.** or **8.b.** above.

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

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

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

9. Pollution

- a. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
- (b) Otherwise in the course of transit by or on behalf of the **insured**; or
- (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;

(2) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or

(3) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

b. Paragraph 9.a.(1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

(1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and

(2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**.

c. Paragraphs 9.a.(2) and 9.a.(3) above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

(1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and

(2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

10. Public or Livery Conveyance

Bodily injury or property damage arising out of the use of any covered **auto** as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

11. Racing

Bodily injury or property damage arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

12. War or Military Action

Bodily injury or property damage 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.

13. Workers Compensation

Any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

14. Autos Leased Under Hold Harmless Agreements

Bodily injury or property damage arising out of the use of any covered **auto** (that is not a **trailer**) while:

- a. Leased to **you** in writing in accordance with a written agreement in which the lessor holds **you** harmless; and
- b. Used pursuant to operating rights (permits) granted to **you** by a public authority.

C. LIMIT OF INSURANCE

We will pay damages for **bodily injury, property damage and covered pollution cost or expense** up to the Limit of Insurance shown in the Declarations for this coverage. Such damages shall be paid as follows:

- 1. When combined liability limits are shown in the Declarations, the limit shown for each **accident** is the total amount of coverage and the most we will pay for damages because of or arising out of **bodily injury, property damage and covered pollution cost or expense** in any one **accident**.
- 2. When separate **bodily injury and property damage** limits are shown in the Declarations:
 - a. For **bodily injury**:
 - (1) The limit shown for "each person" is the amount of coverage and the most we

will pay for all damages because of or arising out of **bodily injury** to one person in any one **accident**.

- (2) The limit shown for "each accident" is the total amount of coverage and the most **we** will pay, subject to **2.a.(1)** above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **accident**.
- b. For **property damage**, the limit shown is the amount of coverage and the most **we** will pay for all **property damage** in any one **accident**.
3. The Limit of Insurance applicable to a **trailer**, non-motorized farm machinery or farm wagon which is connected to an **auto** covered by this policy shall be the limit of insurance applicable to such **auto**. The **auto** and connected **trailer**, non-motorized farm machinery or farm wagon are considered one **auto** and do not increase the Limit of Insurance.
4. The Limit of Insurance applicable to a **trailer** covered by this policy but not scheduled in the Declarations:

- a. Which is not connected to an **auto**; or
- b. Which is connected to an **auto** not covered for Covered Autos Liability Coverage by this policy

shall be the Limit of Insurance applicable to any covered **auto**.

5. The Limit of Insurance for this coverage may not be added to the limits for the same or similar coverage applying to other **autos** insured by this policy to determine the amount of coverage available for any one **accident** or **covered pollution cost or expense**, regardless of the number of:
 - a. Covered **autos**;
 - b. **Insureds**;
 - c. Premiums paid;
 - d. Claims made or **suits** brought;
 - e. Persons injured; or
 - f. Vehicles involved in the **accident**.

All **bodily injury**, **property damage** and **covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. **We** will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:
 - a. **Comprehensive Coverage**
From any cause except:
 - (1) The covered **auto's** collision with another object; or
 - (2) The covered **auto's** overturn.
 However, **we** will pay for:
 - (1) Glass breakage from any cause including upset or collision;
 - (2) Damage caused by missiles or falling objects; and
 - (3) Damage caused by collision with an animal or bird.
 When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of a covered **auto** that is a **private passenger auto**, provided both **you** and **we** agree to the repair. However, the deductible will still apply to:
 - (1) Any light or any component of any light to such covered **auto**;
 - (2) Any glass contained in the roof;
 - (3) Removable roof panels of any type;
 - (4) Mirrors of any type; or

- (5) Replacement of any safety or laminated glass.

b. Collision Coverage

Caused by:

- (1) The covered **auto's** collision with another object; or
- (2) The covered **auto's** overturn.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** that is a **private passenger auto** is:

- (1) In a collision with another **auto**:
 - (a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
 - (b) Whose owner or operator has been identified; and
 - 1) Is legally responsible for the entire amount of the damage; and
 - 2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.
- (2) Legally parked and is accidentally struck by another of **your private passenger autos**, provided Collision Coverage applies to both **autos**.

2. Road Trouble Service

We will pay up to the amount shown in the Declarations for this coverage each time a covered **auto** that is a **private passenger auto** is disabled:

- a. For towing to the nearest available garage; and
- b. For the cost of labor performed at the place of disablement.

3. Coverage Extensions

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** will extend to certain **trailers you** do not own.

The trailer must:

- (1) Have a load capacity of 2,000 pounds or less;
- (2) Be used with **your private passenger auto**; and
- (3) Be other than a **trailer** of the home, office, store, display or passenger type.

Our limit of insurance under this coverage extension is \$500 in any one **loss**. No deductible applies.

b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown in the Declarations for a **private passenger auto** scheduled in the Declarations, **we** will pay up to \$30 per day but not more than \$900 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred during the period beginning 48 hours after an **insured** reports the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**.

c. Personal Property

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** that is a **private passenger auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**. This coverage extension does not apply to:

- (1) Property used in a business, trade or profession.
- (2) Money or jewelry.
- (3) Property specifically insured.

- (4) Anything that is otherwise excluded by this policy.

Our limit of insurance under this coverage extension is \$300 in any one **loss**. No deductible applies.

d. Air Bag Replacement

The Comprehensive Coverage provided to a **private passenger auto** scheduled in the Declarations will extend to replacement of an air bag that inflates without such **auto** having been involved in a Comprehensive or Collision **loss**. No deductible applies.

e. Loss of Use - Rental Fee Reimbursement

- (1) **We** shall provide the following extension of coverage when **you** become legally responsible to pay for loss of use of:

- (a) A **private passenger auto** rented or hired without a driver under a written rental contract or agreement and a covered **auto** under this policy is a **private passenger auto** with Comprehensive and Collision Coverages which extend to such rented or hired **private passenger auto**; or
- (b) An **auto** (that is not a **private passenger auto**) rented or hired without a driver under a written rental contract or agreement and such **auto** is provided Hired Auto Physical Damage coverage under this policy.

- (2) **We** shall reimburse **you** or pay on **your** behalf:

- (a) The rental fee that would have been paid if such **auto** (that is a **private passenger auto**); or
- (b) Up to \$30 per day but not more than \$900 in any one **loss**, of the rental fee that would have been paid, if such **auto** (that is not a **private passenger auto**)

had not sustained **loss**.

- (3) This coverage begins the day following the **loss** and ends, regardless of the policy expiration date, at the earliest of the following:

- (a) The day repairs to the rental **auto** are completed, not to exceed a period longer than required to repair such **auto**, exercising due diligence and dispatch;
- (b) The day **we** make payment for replacement of the rental **auto**; or
- (c) Thirty (30) days after the date coverage begins.

- (4) **You** or the rental agency must submit proper receipts to **us** for all expenses claimed under this coverage extension.

f. Diminished Value

When Diminished Value Coverage is shown in the Declarations for an **auto**, we shall pay:

- (1) An additional 15% of the settlement amount if the model year of such **auto** is no older than the model year of the date of the **loss** and the two prior model years; or
- (2) An additional 10% of the settlement amount for prior model years for damage to such **auto** because of **diminished value**, only if such **auto** is repaired. This provision does not apply to damage to glass.

B. EXCLUSIONS

Comprehensive and Collision Coverages do not apply to:

1. Audio, Visual or Data Electronic Equipment

Loss to any of the following:

- a. Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals. However, such equipment is covered if:
 - (1) Standard or optional equipment for the manufacturer of a covered **auto** for that make, model and model year;
 - (2) Permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year; or
 - (3) Scheduled in the Declarations and a premium charged.

Our limit under **a.(2)** above shall not exceed \$1,000 in any one **loss**. No deductible applies to the coverage extension in **a.(2)** above.
- b. Tapes, discs or other similar media designed for use with equipment described in **a.** above.
- c. Any accessories used with the media or equipment described in **a.** or **b.** above.

2. Diminished Value

Loss to a covered **auto** because of or arising out of **diminished value**. This exclusion does not apply to the extent that coverage is provided when Diminished Value Coverage is shown in the Declarations.

3. Expected or Intentional Act

Loss to a covered **auto** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

4. Conversion, Embezzlement or Secretion

Loss to a covered **auto** because of or arising out of conversion, embezzlement or secretion by any person lawfully having a covered **auto** under a sale, lease or similar agreement.

5. Illegal Activities

Loss to a covered **auto** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by **you** or a **family member**.

6. Loss of Use

Loss of use of a covered **auto**, except as provided in Coverage Extensions.

7. Nuclear Hazard

Loss caused by or resulting from:

- a. The explosion of any weapon employing atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination, however caused.

8. Racing

Loss to any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

9. Radar Detectors

Loss to any device designed or used to:

- a. Detect speed-measuring equipment such as radar or laser detectors; or
- b. Elude or disrupt speed-measuring equipment such as a jamming apparatus.

10. Tires

Loss to tires, unless the **loss** is caused by:

- a. Fire;
 - b. Theft; or
 - c. Malicious mischief; or
- is part of other **loss** covered by this policy.

11. Truck Campers

Loss to:

- a. A truck camper; or
 - b. A pickup cover with built-in cooking and sleeping equipment
- unless scheduled in the Declarations and a premium charged.

12. War or Military Action

Loss caused by or resulting from:

- 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.

13. Wear and Tear

Loss to a covered **auto** because of and confined to:

- a. Wear and tear;
- b. Freezing; or
- c. Mechanical or electrical breakdown, other than burning of wiring.

This exclusion does not apply to such **loss** following and resulting from other **loss** covered by this policy.

C. LIMIT OF INSURANCE

1. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
 - a. The actual cash value of damaged or stolen property at the time of the **loss**;
 - b. The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - c. The Limit of Insurance shown in the Declarations.
2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
 - a. Such **auto** is a **private passenger auto**;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and
 - d. The **loss** occurs within 90 days of the purchase date.

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A. The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.
 2. Not furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
 4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while

3. If a **loss** to an **auto** scheduled in the Declarations can be paid under either Comprehensive Coverage or Collision Coverage, payment will be made under the coverage that pays the most.

4. Coinsurance

If a scheduled **auto** has been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **auto** of the same make and model, and such modifications affect the amount of the **loss**, **we** will pay only the proportion that the value of a standard **auto** bears to the value of the scheduled **auto**. This does not apply when an additional premium is charged based on the increased value.

5. Deductible - Hired Auto Physical Damage Coverage

If other insurance is available to **you** or the owner of a covered **auto** (that is a hired **auto**) and such insurance is subject to a deductible greater than the deductible which applies to this coverage, **we** shall pay the difference between the two deductibles.

working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.

5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in **1.** and **2.** immediately above.

- B. The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.

2. Not furnished or available for regular use to **you** or anyone living with **you**.
3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.
5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

SECTION V - CONDITIONS

A. LOSS CONDITIONS

1. Duties in the Event of Accident, Claim, Suit or Loss

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

- a. In the event of **accident**, claim, **suit** or **loss**, an **insured** must give **us** or **our** authorized representative prompt notice of the **accident** or **loss**, including:
 - (1) How, when and where the **accident** or **loss** occurred;
 - (2) The **insured's** name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, the **insured** and any other involved **insured** must:
 - (1) Immediately send **us** copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
 - (2) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**.
 - (3) Authorize **us** to obtain medical records or other pertinent information.
 - (4) Submit to examination, at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
 - (5) Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
 - (6) Agree to examinations under oath at **our** request and give **us** a signed statement of such answers.
- c. If there is **loss** to a covered **auto** or its **equipment or custom furnishings**, an **insured** must also do the following:

- (1) Promptly notify the police if the covered **auto** or any of its **equipment or custom furnishings** is stolen.
- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of expenses for consideration in the settlement of the claim.
- (3) Permit **us** to inspect the covered **auto** and records proving the **loss** before its repair or disposition.

2. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Covered Autos Liability Coverage, no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgment after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

3. Appraisal for Physical Damage Loss

If **you** and **we** disagree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent and impartial 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.

4. Loss Payment - Physical Damage Coverage

At **our** option, **we** may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return stolen property at **our** expense. **We** will pay for any damage that results to the **auto** from the theft; or
- c. Take all or any part of damaged or stolen property at an agreed or appraised value.

If **we** pay for the **loss**, **our** payment will include, where required by law, the applicable sales tax for damaged or stolen property. **We** may adjust the **loss** for an **auto you** lease, hire, rent or borrow with either **you** or the owner of such **auto**, whomever **we** choose.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person or organization to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person or organization shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

6. Motor Carriers

- a. When this policy is amended by an endorsement prescribed in compliance with any law for the regulation of:
 - (1) Common carriers;
 - (2) Contract carriers; or
 - (3) Private carriers
 of passengers or property, all amended policy terms and conditions remain in full force and are binding between **you** and **us**.
- b. If as a result of that endorsement, **we** are obligated to make a payment that **we** would not make except for that endorsement, **you** agree to reimburse **us** for any payment, including payment for defense costs, **we** must make as a result of that endorsement.

B. GENERAL CONDITIONS**1. Policy Term and Territory**

Under this policy, **we** cover **accidents** and **losses** occurring:

- a. During the policy term shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Canada; and
 - (4) Anywhere in the world if a covered **auto** that is a **private passenger auto** is leased, hired, rented or borrowed

without a driver for a period of 30 days or less, provided that the **insured's** responsibility to pay damages is determined in a **suit** on the merits in any of the coverage territories described in **b.(1)**, **b.(2)** or **b.(3)** above or in a settlement to which **we** agree.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

2. Other Insurance

- a. For any covered **auto** that is scheduled in the Declarations, this policy provides primary insurance. For any covered **auto** which is not scheduled in the Declarations, the insurance provided by this policy is excess over any other collectible insurance. However, this coverage shall be primary when any covered **auto** (that is a **trailer**) is connected to an **auto** that is scheduled in the Declarations and this coverage shall be excess when any covered **auto** (that is a **trailer**) is connected to an **auto** that is not scheduled in the Declarations.
- b. Regardless of the provisions of Paragraph **a.** above, the Covered Autos Liability Coverage of this policy is primary for any liability assumed under an **insured contract**.
- c. When this policy and any other coverage form or policy covers on the same basis, either excess or primary, **we** will pay only **our** share. **Our** share is the proportion that the Limit of Insurance of **our** policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.

3. Assignment

No interest in this policy may be assigned without **our** written consent. However, if **you** are an individual and **you** die within the policy term, the policy will cover as though named in the Declarations:

- a. **Your** spouse;
 - b. **Your** legal representative, but only with respect to his or her legal responsibility for the maintenance or use of a covered **auto**; and
 - c. Any person having proper temporary custody of a covered **auto** until a legal representative is appointed
- provided **we** are given written notice of **your** death within 60 days of the date of **your** death or by the expiration of the policy term in which **you** die, whichever is greater. This requirement does not apply with regard to **your** spouse.

4. Bankruptcy

Bankruptcy or insolvency of an **insured** or an **insured's** estate will not relieve **us** of any obligation under the terms of this policy.

5. Changes

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents, concerning the insurance afforded. The terms of this policy can be amended or waived only by endorsement issued by **us** and made part of this policy.
- b. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with **our** consent. **We** may adjust **your** policy premium because of changes made to the policy.
- c. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:
 - (1) The principal place of garaging a covered **auto**;
 - (2) Coverages, limits of insurance and deductibles;
 - (3) The type, make and model of a covered **auto** and its use; and
 - (4) The operators of a covered **auto**.
 Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

6. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by **you** at any time as it relates to this policy. It is also void if **you** or any other **insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The covered **auto**;
- c. **Your** interest in the covered **auto**; or
- d. A claim under this policy.

7. Duplication of Coverage

- a. If this policy and any other policy or coverage form provided by **us** or a company affiliated with **us**, provides coverage for the same **accident** or **loss**, **our** maximum limit of insurance under all the policies or coverage forms shall not exceed the highest limit of insurance under any single policy or coverage form applicable to the **accident** or **loss**.
- b. This condition does not apply to any policy or coverage form issued by **us** or a

company affiliated with **us** to specifically provide excess insurance over this policy.

8. Examination of Your Books and Records

We may examine and audit **your** books and records as they relate to this policy at any time during the policy term and up to one year afterward.

9. Inspections

- a. **We** have the right to:
 - (1) Make inspections at any time;
 - (2) Give **you** reports on the conditions **we** find; and
 - (3) Recommend changes.
- b. **We** are not obligated to make any inspections, reports or recommendations and any such actions **we** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. **We** do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs **9.a.** and **9.b.** of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, reports or recommendations.

10. Liberalization

If **we** revise this policy to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

11. No Benefit to Bailee - Physical Damage Coverage

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

12. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums **we** pay.

13. Premium Audit

The estimated premium for this policy is based on the exposures **you** told **us** **you** would have when this policy began. **We** will compute the final premium due when **we** determine **your**

actual exposures. The estimated total premium will be credited against the final premium due, and the first Named Insured will be billed for the balance, if any. The due date for the final premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, a return premium will be paid. Failure to pay any premium, including the

final premium, by the due date shown on the bill will be considered to be non payment of premium.

14. Severability

Except as to the Limit of Insurance, the coverage provided by this policy applies separately to each person against whom claim is made or **suit** is brought.

SECTION VI - DEFINITIONS

A. Accident includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.

B. Auto means:

1. A land motor vehicle, designed for travel on public roads;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

C. Bodily injury means physical injury, sickness or disease sustained by a person, including resulting death of that person.

D. 1. Covered pollution cost or expense means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement that an **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

2. Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of an **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are

moved from the place where they are accepted by an **insured** for movement into or onto the covered **auto**; or

c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by an **insured**.

Paragraph **2.a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of **mobile equipment**.

Paragraphs **2.b.** and **2.c.** above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

E. Diminished value means the actual or perceived reduction in market value or resale value of a covered **auto** as the result of a covered **loss**.

F. Domestic employee means a person engaged in household or domestic work performed principally in connection with a residence premises.

G. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

H. Equipment or custom furnishings means:

1. An apparatus or device (that is not a **trailer**):
 - a. Permanently attached to or installed in or upon a covered **auto**; or
 - b. Designed for use with, but detached from, a covered **auto**.
2. Keys and key fobs designed for a covered **auto**.
3. Custom paint, decals, wraps or other interior or exterior modifications to a covered **auto**.

Equipment or custom furnishings does not include:

1. Anything attached to real estate; or
2. Removable child seats.

I. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.**J. Family member** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with **you**.**K. Insured** means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage.**L. Insured contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of a railroad;
4. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization. Tort liability means liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your employees** to pay for **property damage** to any **auto** rented or leased by **you** or any of **your employees**.

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

1. Indemnifies a railroad for **bodily injury** or **property damage** arising out of:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. Pertains to the loan, lease or rental of an **auto** to **you** or any of **your employees**, if the **auto** is loaned, leased or rented with a driver; or
3. Holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for **your** use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

M. Leased worker means a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.**N. Loss** means direct and accidental loss or damage.**O. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

- P. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. **Private passenger auto** means:
 - 1. A passenger or station wagon type **auto** with four or more wheels;
 - 2. A pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
 - 3. A motorhome.
- R. **Property damage** means damage to or destruction of tangible property including resulting loss of use of that property.
- S. **Suit** means a civil proceeding in which:
 - 1. Damages because of **bodily injury** or **property damage**; or

2. A **covered pollution cost or expense** to which this insurance applies, are alleged.

Suit includes:

- 1. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** must submit or does submit with **our** consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** submits with **our** consent.
- T. **Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- U. **Trailer** means a vehicle which is designed:
 - 1. For travel on public roads; and
 - 2. To be connected to and towed by a power unit.**Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.
- V. **Volunteer worker** means a person who is not **your employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.
- W. **We, us or our** means the Company providing this insurance.
- X. **You or your** means the Named Insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. The insurance does not apply:
 - a. Under Covered Autos Liability Coverage, to **bodily injury** or **property damage**:
 - (1) With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
 - c. Under Covered Autos Liability Coverage, to **bodily injury** or **property damage** resulting from **hazardous properties of nuclear material**, if:
 - (1) The **nuclear material**:
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **insured**; or
 - (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
2. As used in this endorsement:

Hazardous properties includes radioactive, toxic or explosive properties.

Nuclear material means **source material**, **special nuclear material** or **by-product material**.

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Waste means any waste material:

- (a) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- (b) Resulting from the operation by any person or organization of any **nuclear facility** included under paragraphs (a) and (b) of the definition of **nuclear facility**.

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing **spent fuel**; or
 - (3) Handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the

premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.

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 - POLICY CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS is amended. The following conditions are added.

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy at any time by returning it to **us** or by notifying **us** of the date on which cancellation is to take effect. However, during the first 60 days this policy is in effect the first Named Insured may cancel only for one or more of the following reasons:

- (1) The covered **auto** has been totally destroyed;
- (2) Ownership of the covered **auto** has been transferred to another person or corporation; or
- (3) The first Named Insured has purchased another policy to replace this policy.

- b. (1) If a Named Insured is:

- (a) A natural person; or
- (b) One or more related persons residing in the same household

we may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the first Named Insured at the address shown in the Declarations.

- (2) This notice shall be mailed or delivered at least:
 - (a) 10 days prior to the effective date when the reason for cancellation is nonpayment of premium; or
 - (b) 45 days prior to the effective date when cancellation is for any other reason.

We will not cancel for nonpayment of premium during the first 30 days this policy is in effect, unless a check for payment of premium issued to **us** is dishonored for any reason or any other type of premium payment is determined to be rejected or invalid.

- (3) If this policy has been in effect 60 days or more, **we** may cancel this policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Material misrepresentation or fraud; or
- (c) The suspension or revocation of **your** driver's license or motor vehicle registration or the driver's license of any other operator who either resides in **your** household or customarily operates an **auto** insured by this policy. Such suspension or revocation must have occurred during the policy period or within 180 days immediately preceding the effective date of the policy period.

- (4) If **we** determine that **you** have been charged a premium that is incorrect for the coverage **you** applied for on the insurance application, **we** shall immediately provide **you** with notice of the amount of additional premium due. If within 10 days of the date of notice, or a longer period if specified in such notice, **you** do not either:

- (a) Pay the additional premium due and maintain the policy in full force under its original terms; or
- (b) Cancel this policy and demand a pro rata refund of any unearned premium then this policy shall be canceled 14 days from the date of notice or a longer period if specified in such notice.

- c. If **b.** above does not apply, **we** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the first Named Insured at the address shown in the Declarations. This notice shall be mailed or delivered at least:

- (1) 10 days prior to the effective date when the reason for cancellation is nonpayment of premium; or
- (2) 45 days prior to the effective date when cancellation is for other than nonpayment of premium.

We will not cancel for nonpayment of premium during the first 30 days this policy is in effect, unless a check for payment of premium issued to **us** is dishonored for any reason or any other type of premium payment is determined to be rejected or invalid.

- d. If the first Named Insured cancels this policy, **we** shall mail any unearned premium to the first Named Insured within 30 days after the effective date of the cancellation.
- e. If **we** cancel this policy, **we** shall mail any unearned premium to the first Named Insured within 15 days after the effective date of the cancellation.

- f. If this is an audit policy, then, subject to **you** providing **us** or **our** agent the necessary data for audit, **we** will refund any unearned premium within 90 days from the date of cancellation. If **our** audit is not completed within this time limitation, then **we** will accept **your** audit, and any unearned premium refund due will be mailed within 10 working days of receipt of **your** audit.

2. Nonrenewal

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured at the address shown in the Declarations. This notice shall be mailed or delivered at least 45 days prior to the expiration of this policy.

All other policy terms and conditions 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.

58550 (1-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF INJURY TO FAMILY MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended. The following exclusion is added.

Exclusion of Injury to Family Members
Bodily injury to you, if an individual, and to **your family members**.

All other policy terms and conditions apply.

58550 (1-17)

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58555 (1-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - OUR RIGHT TO RECOVER PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V – CONDITIONS, A. LOSS CONDITIONS, 5. Our Right to Recover Payments is amended. With respect to **SECTION III - PHYSICAL DAMAGE COVERAGE** only, the following condition is added. If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms, the recovery is

prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

1. A land motor vehicle;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - SECTION IV - INDIVIDUAL NAMED INSURED

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.

SECTION IV - INDIVIDUAL NAMED INSURED is deleted and replaced by the following:

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A.** The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by a **family member**.
 2. Any such **auto** furnished or available for regular use to **you** or a **family member**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in **1.** and **2.** immediately above.

- B.** The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by a **family member**.
 2. Any such **auto** furnished or available for regular use to **you** or a **family member**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SHARING PROGRAM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended.

The following exclusion is added:

Auto Sharing Program

Bodily injury, property damage or covered pollution cost or expense for the ownership, maintenance or use of a covered **auto** while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. 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**.

However, this exclusion applies only to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the state in which **you** reside.

B. SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended. The following exclusion is added:

Auto Sharing Program

Loss to a covered **auto** which occurs while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. 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**.

C. SECTION IV - INDIVIDUAL NAMED INSURED is amended. The following provision is added to Paragraph **B**.

This extension does not apply to **loss** to, or loss of use, of an **auto** in connection with an **auto** sharing program if the provisions of such **auto** sharing program preclude the recovery of such **loss** or loss of use, from **you** or such **family member**, or if otherwise precluded by any state law.

All other policy terms and conditions apply.