IMPORTANT NOTICE
The “named insured” has made Security National Insurance Company (hereinafter called the Company) a written application, which is incorporated into and made part of this policy. The application and the particulars and statements contained therein are hereby agreed to be the basis of this policy, and any renewals of this policy, and shall any of these statements not be true, this policy may be declared void from its inception date by the Company. Unless all persons over the age of 15 residing with the “named insured”, and other drivers who do not reside with the “named insured” but frequently or regularly use a covered auto are named in the “Declarations”, coverage may not be afforded. If you desire coverage for drivers other than those shown, ask your producer/agent/broker to have your policy amended to list the additional drivers.

TO REPORT A NEW LOSS OR TO OBTAIN INFORMATION ABOUT AN EXISTING CLAIM CALL
(800) BRISTOL (274-7865)

IF YOU DESIRE INFORMATION ABOUT YOUR POLICY, CALL UNDERWRITING CUSTOMER SERVICE
(888) 888-0080

THESE POLICY PROVISIONS WITH THE “DECLARATIONS”, APPLICATION, AND ENDORSEMENTS, IF ANY, FORM THIS POLICY.

SN-FL-BA-100 (Rev. 03/2007)
# AGREEMENT

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AGREEMENT

In reliance upon the statements of fact made in the application for this insurance, which statements of fact “you” declare are true, and in return for the payment of the premium, “we” agree with “you”, for the coverages shown in the “Declarations” and subject to all the terms and conditions of the policy, as follows:

DEFINITIONS

Certain words and phrases are defined. They are in quotation marks when the definition applies.

A. Throughout this policy, “you” and “your” refer to:
   1. The “named insured” shown in the “Declarations”; and
   2. The spouse of the “named insured” shown in the “Declarations”, if a “resident” of the same “household”.

B. “We”, “us” and “our” refer to the Company providing this insurance.

C. “Accident” and “accidents” mean a sudden, unexpected and unintended event that arises out of the ownership, maintenance, or use of an “auto”, and that causes “bodily injury” or “property damage” during the policy period.

D. “Named Insured” means the person named in the “Declarations”.

E. “Resident relative” means a person related to “you” by blood, marriage or adoption that is a “resident” of “your” “household”. This includes a ward or foster child.

F. For the purposes of this endorsement, an “auto” shall be deemed to be owned by a person if that person:
   1. Holds legal title to such vehicle; or
   2. Is a debtor having the right to possession if such vehicle is the subject of a security agreement, or has legal possession under a written lease or loan agreement for a continuous period of at least six months.

   3. Is a lessee having the right to possession if such vehicle is the subject of a lease which:
      a. Has an option to purchase; and
      b. Is for a period of at least 6 months.

   4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
      a. Does not have the option to purchase;
      b. Is for a period of at least 6 months; and
      c. Requires the lessee to secure insurance.

G. “Auto” and “autos” mean any self-propelled private passenger motor vehicle with not less than four wheels designed principally for use on paved public streets and highways, provided it has a gross vehicle weight (as determined by the manufacturer’s specifications) of 12,000 pounds or less and is not a step-van, parcel delivery van, cargo cutaway van or other van with cab separate from the cargo area.

H. “Your covered auto” means:
   1. Any vehicle shown in the “Declarations”;
   2. Any of the following types of vehicles on the date “you” become the owner:
      a. Private passenger “auto”;
      b. A pickup or van designed to operate principally on public roads with at least 4 wheels and with a gross vehicle weight (as determined by the manufacturer’s specifications) of 12,000 pounds or less for which no other insurance policy provides coverage. “Your covered auto” shall not include any commercial type of vehicle, including, but not limited to step-vans, parcel delivery vans, cargo cutaway vans or other vans with cabs separate from the cargo area.
      c. Any “auto” “you” do not own, while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
         1. Breakdown;
         2. Repair;
         3. Servicing;
         4. Loss; or
         5. Destruction.

   3. A replacement “auto” as follows: If the “auto” described in H.2.a. or H.2.b. above replaces an “auto” shown in the “Declarations”, it will have the same coverage as the “auto” it replaced if it is acquired during the policy period. However, if “you” wish to add or continue physical damage coverage for “collision” and/or a “comprehensive” loss for a replacement “auto”, “you” must ask “us” to provide coverage within 30 calendar days after “you” become the owner of the replacement “auto” and “you” must pay “us” any added premium due. If the “auto” being replaced does not carry “collision” coverage and “comprehensive” coverage, the additional premium for those coverages must be paid prior to the effective date those coverages are added.

   4. An additional covered auto as follows: If the vehicle “you” acquire is in addition to any shown in the “Declarations”, it will have the broadest coverage “we” now provide for any vehicle shown in the “Declarations” for 30 days after the date “you” become the owner of the additional vehicle, if “you” ask “us” to insure the vehicle within 30 days, if it is acquired during the policy period, and “we” insure all vehicles in “your” “household”. If “you” wish “us” to provide any coverage, whatsoever, for the additional vehicle beyond 30 calendar days after “you” become the owner of the
additional vehicle, “you” must ask “us” to provide such coverage within 30 days after “you” become the owner of the additional vehicle and “you” must pay “us” any added premium due. This provision also applies to any pickup or van designed to be operated on public roads, with at least 4 wheels and with a gross vehicle weight (as determined by the manufacturer’s specifications) of 12,000 pounds or less, used in any “business” other than farming or ranching of which “you” become the owner during the policy period, whether it replaces or is in addition to any vehicle shown in the “Declarations”, other than any commercial type of vehicle, including, but not limited to step-vans, parcel delivery vans, cargo cutaway vans or other vans with cabs separate from the cargo area.

I. “Trailer” means a vehicle designed to be pulled by a:
   1. Private passenger “auto”; or
   2. Pickup, van or panel truck.
   3. It also means a farm wagon or farm implement while being towed by a vehicle listed in 1 or 2 above.

J. “Non-owned auto” means any private passenger “auto”, pickup, van or “trailer” not owned by or furnished or available for the regular use of, or rented by, “you” or any “resident relative” while in the custody of, or being operated by, “you” or any “resident relative”. However, “non-owned auto” does not include any vehicle used as a temporary substitute for a vehicle “you” own which is out of normal use because of its:
   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. Loss; or
   5. Destruction.

“Non-owned auto” does not include a vehicle that is not in the lawful possession of the person operating it.

K. “Declarations” means the Personal Auto Policy Declarations Page that lists, with other information pertinent to “your” policy of insurance when purchased from “us”, the “named insured”, the “autos” to be covered by this policy, the coverages that apply under this policy, the limits of liability, and the policy period.

L. “Occupying” means in, upon, entering or exiting.

M. “Resident” means a person who usually makes his or her home in the same “household” in which “you” reside, whether or not temporarily living elsewhere.

N. “Business” means any full or part-time profession, occupation, trade or commercial enterprise.

O. “Collision” means the upset of “your covered auto” or its impact with another vehicle or object.

P. “Comprehensive” means a loss caused by theft occurring during the policy period, of “your covered auto”, or part thereof, and for loss caused by direct or accidental damage to “your covered auto” other than damage caused by “collision”.

Q. “Betterment” means an improvement made by “us” that increases the value of the covered “auto” to a condition that was better than it was prior to the covered loss.

R. “Bodily injury” means bodily harm, sickness or disease, including death resulting from injury.

S. “Household” means members of a social unit domiciled together, including non-relatives.

T. “Frequent operator” means any person who operates “your covered auto” five (5) or more times in a (30) thirty-day period.

U. “Fungi” means any type or form of fungus or fungi and includes mold, mildew, and any of the following that are produced or released by fungi: mycotoxins, spores, scents, or byproducts.

PART A -- LIABILITY COVERAGE

INSURING AGREEMENT

If “you” pay “us” the premium when due, “we” will pay damages for “bodily injury” or “property damage” for which any “insured person” becomes legally responsible because of an “accident” and for which coverage is provided under this policy. “We” will settle or defend, as “we” consider appropriate, any claim or suit asking for these damages.

Attorneys selected by us will provide a defense to such suit after it is received by “us”. In addition to “our” limit of liability, “we” will pay all defense costs “we” incur on “your” behalf for damages covered by this policy.

“Our” duty to settle or defend ends when “our” limit of liability for this coverage has been exhausted by payment, settlement or judgment. “We” have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy. Further, we may recoup the cost of defense advanced by “us” if it is later determined the insured is not entitled to indemnity or a defense under this policy.

ADDITIONAL DEFINITIONS

The terms appearing below, when used in this Part A, are defined as follows:

A. “Insured person” means:
   1. “You”, any “resident relative” and any other person specifically listed as an additional driver in the “Declarations”, when using “your covered auto”;

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2. “You”, any “resident relative” and any other person specifically listed as an additional driver in the “Declarations”, when using a “non-owned auto” with permission of its owner; and
3. Any person not excluded from coverage under this policy using “your covered auto” with “your” permission, express or implied.

B. “Property damage” means physical injury to, destruction of, or loss of use of tangible property.

SUPPLEMENTARY PAYMENTS

In addition to “our” limit of liability, “we” will pay on behalf of an “insured person”:
A. Up to $250 for the cost of bail bonds required because of an “accident”, including related traffic law violations. The “accident” must result in “bodily injury” or “property damage” covered under this policy.
B. Premiums on appeal bonds and bonds to release attachments up to “our” limit of liability in any suit “we” defend.
C. Interest accruing after a judgment is entered in any suit “we” defend. “Our” duty to pay interest ends when “we” offer to pay that part of the judgment which does not exceed “our” limit of liability for this coverage.
D. Up to $50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at “our” request.
E. Other reasonable expenses incurred at “our” request.

EXCLUSIONS

A. “We” do not provide Liability Coverage for any person:
1. For “bodily injury” or “property damage” caused intentionally by, or at the direction of, any “insured person”; or arising out of an intentional act of any “insured person” or that person.
2. For damage to property owned by, being transported by, or the care, custody or control of “you”, a “resident relative” or any other “insured person”.
3. For damage to property:
   a. Rented to;
   b. Used by; or
   c. In the care, custody or control of that “insured person”.
   This exclusion (A.3.) does not apply to damage to a residence or private garage.
4. For “bodily injury” to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to “bodily injury” to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
5. For that person's liability arising out of the ownership or operation of a vehicle that is being used to carry persons or property for compensation or a fee. This exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the “business” of:
   a. Selling; d. Storing; or
   b. Repairing; e. Parking;
   c. Servicing;
   vehicles. This includes road testing and delivery.
7. For “bodily injury” and/or “property damage” arising out of the ownership, maintenance or use of any auto while used in any full or part-time trade, profession, occupation, job or commercial enterprise that includes the pick-up and/or delivery of products, food, or other items by an “insured person” or any other person. By way of example, and not limitation, “we” will not provide liability coverage for any person who is in the course of delivering food, documents, newspapers or flowers, or any other product, including going to and returning from the delivery or pick up.
8. Using a vehicle without a reasonable belief that the person is entitled to do so.
9. For “bodily injury” or “property damage” for which that person:
   a. Is an insured under a nuclear energy liability policy; or
   b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
   A nuclear energy liability policy is a policy issued by any of the following or their successors:
   a. American Nuclear Insurers;
   b. Mutual Atomic Energy Liability Underwriters; or
10. For liability assumed by an “insured person” under any contract for any vehicle:
   a. Rented to;
   b. Used by; or
   c. In the care of that person.
11. For “property damage” sustained by “you”, any insured person, or any “resident relative”.
12. For “bodily injury” to “you” or a “resident relative”, including whenever the ultimate benefits of that indemnification accrue directly or indirectly to “you” or a “resident relative”.
13. For punitive, exemplary, or multiple damages.
B. “We” do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any motorized vehicle having fewer than four wheels.
2. Any vehicle, other than “your covered auto” which is:
   a. Owned by “you”; or
   b. Furnished or available for “your” regular use; or for which you are a “frequent operator”.
3. Any vehicle, other than “your covered auto”, which is:
   a. Owned by any “resident relative” or any person specifically listed as an additional driver in the “Declarations”; or
   b. Furnished or available for the regular use of any “resident relative” or any person specifically listed as an additional driver in the “Declarations” or for which any “resident relative” or any person listed as an additional driver in the “Declarations” is a “frequent operator”.
4. Maintenance or use of any vehicle while the vehicle is being used by “you” or an “insured person” in a racing event or speed contest of any kind.
5. Any vehicle while being used to commit a felony or other criminal activity, except if the felony is a moving traffic violation.
6. Any vehicle being used to flee a law enforcement agent.

LIMIT OF LIABILITY

Regardless of the number of “autos” and/or “trailers” involved in the “accident”, “insured persons”, claims made, premiums paid, or the number of “autos” or premiums shown in the “Declarations”:
A. The “bodily injury” liability limit for each person as shown in the “Declarations” is the maximum “we” will pay for “bodily injury” sustained by any one person in any one “accident”, including all derivative claims which include, but are not limited to, loss of consortium, loss of services, loss of companionship, or injury to any personal relationship.
B. Subject to the “bodily injury” liability limit for each person, the “bodily injury” liability limit for each accident as stated in the “Declarations” is the maximum “we” will pay for “bodily injury” sustained by two or more persons in any one “accident”.
C. The “property damage” liability limit for each “accident” as stated in the “Declarations” is the maximum “we” will pay for all “property damage” arising out of any one “accident”.
D. If this policy provides “property damage” liability limits in excess of $10,000 per “accident”, then the amount of coverage in excess of those limits shall not apply to the operation or use of a motor vehicle by any person other than the named “insured person”, an additional driver listed in the “Declarations” of this policy, a “resident relative”, other members of “your” “household” or an employee or agent of the named “insured person” in the course and scope of that employment or agency.

OUT OF STATE COVERAGE

If an “accident” to which Part A-Liability Coverage applies occurs in any state or province other than the one in which “your covered auto” is principally garaged, “we” will interpret “your” policy for that “accident” as follows:
A. If the state or province has a financial responsibility or similar law requiring a nonresident to maintain limits of liability for “bodily injury” or “property damage” higher than the limit shown in the “Declarations”, “your” policy will provide the higher specified limit.
B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall provide insurance to the extent of the coverage required by the law. If, due to such certification, “we” are required to pay a claim, which would otherwise have not been covered under this Part, “you” agree to reimburse “us” to the extent of that payment.

OTHER INSURANCE

If there is other applicable liability insurance:
A. Any insurance “we” provide for an “auto” “you” do not own shall be excess over any other collectible insurance. However, any insurance “we” provide for an “auto” “you” do not own will be primary insurance if the “auto” is insured under a policy affording coverage to a “named insured” engaged in the “business” of:
   1. Selling; 5. Testing;
   2. Repairing; 6. Road testing;
   3. Servicing; 7. Parking; or
   4. Delivering; 8. Storing;
   motor vehicles.
   This applies only if an “insured person” is:
   1. Operating the “auto”; and
   2. Neither the person engaged in such “business” nor that person's employee or agent.
B. Any insurance “we” provide for an “auto” “you” own shall be excess to that of:
   1. A person engaged in the “business” of:
      a. Selling; e. Testing;
b. Repairing; f. Road testing;
c. Servicing; g. Parking; or
d. Delivering; h. Storing

“autos”, if the “accident” occurs while the “auto” is being operated by that person or that person's employee or agent.

C. “We” will pay only “our” share of the loss. “Our” share is the proportion that “our” limit of liability bears to the total of all applicable limits. Any insurance we provide for an “auto” you do not own shall be excess over any other collectible insurance. However, we will provide primary insurance for an “auto” you do not own if:
1. The “auto” is leased by “you” under a written rental or lease agreement; and
2. The face of the rental or lease agreement contains, in at least 10-point type, the following language:
   “The valid and collectible liability insurance of any authorized rental or leasing driver is primary for the limits of liability coverage required by FL. STATUTE SECTION 324.021(7).”

PART B -- MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If “you” pay “us” the premium when due for Medical Payments Coverage, “we” will pay any reasonable expenses incurred and services actually rendered for necessary medical and funeral services because of “bodily injury”:
A. Caused by an “accident”; and
B. Sustained by an “insured person.”

“We” will pay only those expenses incurred within three years from the date all Personal Injury Protection benefits have been exhausted.

ADDITIONAL DEFINITIONS

The term “insured person”, when used in this Part B with quotation marks, means:
A. “You”, any “resident relative” and any other person specifically listed as an additional driver in the “Declarations” who sustains “bodily injury”:
   1. While “occupying;” or
   2. As a pedestrian when struck by:
      a. A “motor vehicle”, or a “trailer”; and
      b. Any other person while “occupying” “your covered auto” with permission from “you” or a “resident relative”.
B. “Medically necessary” means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or a symptom in a manner that is:
   1. In accordance with generally accepted standards of medical practice;
   2. Clinically appropriate in terms of type, frequency, extent, site, and duration; and
   3. Not primarily for the convenience of the patient, physician, or other health care provider.
C. “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. A “Motor Vehicle” does not include:
   1. 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; or
   2. A mobile home.

EXCLUSIONS

“We” do not provide Medical Payments Coverage for any person for “bodily injury”:
A. Sustained while “occupying” any motorized vehicle having fewer than four wheels.
B. Sustained while “occupying” “your covered auto” when it is being used to carry persons or property for compensation or a fee. This exclusion (B) does not apply to a share-the-expense car pool.
C. Sustained while “occupying” any vehicle while being used as a residence or premises.
D. Occurring during the course of employment if workers' compensation benefits are required or available in whole or in part for the “bodily injury”.
E. Sustained while “occupying” or when struck by, any vehicle other than “your covered auto” which is:
   1. Owned by “you”; or
   2. Furnished or available for “your” regular use or for which you are a “frequent operator”.
F. Sustained while “occupying” or when struck by, any vehicle other than “your covered auto” which is:
   1. Owned by “you”, any “resident relative” or any person specifically listed as an additional driver in the “Declarations”; or
   2. Furnished or available for the regular use of “you”, any “resident relative” or any person specifically listed as an additional driver in the “Declarations” or for which any “resident relative” or any person listed as an additional driver in the “Declarations” is a “frequent operator”.
G. Sustained while “occupying” a vehicle without a reasonable belief that a person is entitled to do so.
H. For “bodily injury” arising out of the ownership, maintenance or use of any “auto” or “trailer” while used in any full or part-time trade, profession, occupation, job or commercial enterprise that includes the pick-up and/or delivery of products, food, or other items by an “insured person” or any other person. By way of example, and not limitation, “we” will not provide coverage for any person who is in the course of delivering food, documents, newspapers or flowers, or any other product, including going to and returning from the delivery or pick up.

I. Caused by or as a consequence of:
   1. Discharge of a nuclear weapon (even if accidental);
   2. War (declared or undeclared);
   3. Civil war;
   4. Insurrection;
   5. Rebellion or revolution; or

J. From, or as a consequence of, the following, whether controlled or uncontrolled or however caused:
   1. Nuclear reaction;
   2. Radiation; or
   3. Radioactive contamination.

K. Caused intentionally by, or at the direction of, any “insured person” or that person; or arising out of an intentional act of any “insured person” or that person.

L. Caused by maintenance or use of any auto while the auto is being used by “you” or an “insured person” in a racing event or speed contest of any kind.

M. Caused by any vehicle while being used to commit a felony or other criminal activity, except if the felony is a moving traffic violation.

N. Caused by any auto being used to flee a law enforcement agent.

O. While employed or otherwise engaged in the “business” of:
   1. Selling;  
   2. Repairing;  
   3. Servicing;  
   4. Storing; or  
   5. Parking;  
   vehicles. This includes road testing and delivery.

P. When the person is a “resident” driver and they were not disclosed to “us”.

Q. That results from exposure to “fungi”.

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an “insured person” incurs medical expenses that “we” deem to be unreasonable or unnecessary, “we” may refuse to pay for those medical expenses and contest them.

If a medical services provider sues the “insured person” because “we” refuse to pay medical expenses, which “we” deem to be unreasonable or unnecessary, “we” will pay resulting defense costs and any resulting judgment against the insured person. “We” will choose the counsel. The insured person must cooperate with “us” in the defense of any claim or lawsuit. “We” will pay other reasonable expenses incurred at “our” request.

Claims will be paid in the order received except that where the injury is investigated or disputed by “us” as not being related to the loss, or treatment is investigated or disputed by “us” as not being reasonable or “medically necessary”. “We” can proceed to pay other claims that are later received without incurring any liability for the prior disputed or investigated claim amounts.

PROOF OF CLAIM; MEDICAL REPORTS

As soon as possible, an “insured person” or any other person making a claim must give “us” proof of claim, under oath if required, including all details reasonably required by “us” to determine the amounts payable.

“We” have the right to speak directly with the person making the claims, even if attorney represented, to determine the nature and extent of the injuries and treatment received and contemplated and to obtain such other information as may assist “us” in determining the amount payable.

Any “insured person”, making a claim for Medical Payments benefits, if required, must submit to an examination under oath, as often as required and outside the presence of any other person other than “your” attorney. If the “insured person” fails to submit, “we” are not required to pay any Medical Payments benefits. If the person chooses to be represented by an attorney at an Examination Under Oath, such representation will be at his or her own expense.

Any “insured person” making a claim for Medical Payments benefits, if requested, must submit to mental or physical examinations at “our” request as often as required. If an “insured person” unreasonably refuses to submit to the examination, “we” are not required to pay any Medical Payments benefits. “We” will pay the physician’s fee for any examinations “we” request.
LIMIT OF LIABILITY

A. The limit of liability shown in the “Declarations” for this coverage is “our” maximum limit of liability for each person injured in any one “accident”. This is the most “we” will pay regardless of the number of:
1. “Insured persons”;
2. Claims made;
3. “Autos” or premiums shown in the “Declarations”; or
4. “Autos” and/or “trailers” involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expense under Part A or Part D.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Part A or Part D.

D. “We” will pay reasonable amounts for the services and supplies rendered. We will pay charges that are not in excess of the amount the person or institution customarily charges for like services or supplies. With respect to a determination of whether a charge for a particular service, treatment, or otherwise is reasonable, consideration may be given to evidence of usual and customary charges and payments accepted by the provider, and reimbursement levels in the community and various federal and state medical fee schedules applicable to automobile and other insurance coverage, and other information relevant to the reasonableness of the reimbursement for the service, treatment, or supply.

E. Any amounts payable to an insured person under this Part shall be available to pay the remaining 20% of the medical benefits not covered under Personal Injury Protection Coverage. However, coverage under this Part shall not be available to pay any deductible shown on the Declarations Page for Personal Injury Protection Coverage.

OTHER INSURANCE

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

PART C – PERSONAL INJURY PROTECTION COVERAGE

If you pay a premium “we” will pay to or on behalf of the “injured person” the following benefits. Payments will be made only when “bodily injury” is caused by an accident arising from the ownership, maintenance, or use of a “motor vehicle”.

A. Medical Expenses- Eighty percent of all reasonable expenses for “medically necessary” medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and “medically necessary” ambulance, hospital, and nursing services. Such benefits shall also include necessary remedial treatment and services recognized and permitted under the laws of the state for an “injured person” who relies upon spiritual means through prayer alone for healing, in accordance with his or her religious beliefs; however, this sentence does not affect the determination of what other services or procedures are necessary.

B. Disability Benefits- Sixty percent of any loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the “injured person”, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the “injured person” would have performed without income for the benefit of his or her household. However, Disability Benefits do not include any loss after an “injured person’s” death. All disability benefits payable under this provision shall be paid in accordance with the Florida Motor Vehicle No-Fault Law.

C. Death Benefits- Death benefits of $5,000 per individual. Subject to the Limit of Liability, the most we will pay for Death Benefits for each individual is $5,000. The insurer may pay such benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood or legal adoption or connection by marriage, or to any person appearing to the insurer to be equitably entitled thereto.

D. An “insured person” is not “you” or a “resident relative” for Disability Benefits if the Policy Declarations indicates that Disability Benefits coverage does not apply.

EXTENDED PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

If you pay the premium for Extended Personal Injury Protection, “we” will pay to or on behalf of the “injured person” the following benefits. Payments will be made only when “bodily injury” is caused by an accident arising from the ownership, maintenance, or use of a “motor vehicle” as a “motor vehicle”.

Subject to the limits shown in the “Declarations”, extended personal injury protection benefits consist of the following:

A. Medical expenses. Reasonable expenses for “medically necessary”, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. This includes necessary remedial treatment and services,
recognized and permitted under state law, for an "injured person" who relies on spiritual means through prayer alone for healing, in accordance with that "injured person’s" religious beliefs; however, this sentence does not affect the determination of what other services or procedures are necessary.

B. All “medically necessary” expenses incurred by the “named insured”: or any “resident relative”; and

C. 80% of “medically necessary” expenses incurred by any other “injured person”;
   1. due to “bodily injury”.

D. Disability Benefits. With respect to the period of disability of an "injured person", any loss of income and earning capacity from that "injured person’s" inability to work due to “bodily injury”. However, Disability Benefits do not include any loss after an "injured person’s” death. We will pay:
   1. 80% of gross income loss to or for the “named insured” or any “resident relative”; and
   2. 60% of gross income loss to or for any other “injured person”.

E. Replacement services. With respect to the period of disability of an “injured person”, all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the “injured person” would have performed, without income, for the benefit of his or her “household” had they not sustained “bodily injury”.

F. Death Benefit. Death benefits of $5,000 per individual. Subject to the Limit of Liability, the most we will pay for Death Benefits for each individual is $5,000. The insurer may pay such benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood or legal adoption or connection by marriage, or to any person appearing to the insurer to be equitably entitled thereto.

ADDITIONAL DEFINITIONS UNDER PART C

The following definitions apply throughout Part C of the policy.

A. “Bodily injury” means physical harm to the body, sickness, disease, or death, arising out of the ownership, maintenance, or use of a “motor vehicle”.

B. “Insured Motor Vehicle” means a “motor vehicle”:
   1. “You” own, and
   2. for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and
   3. For which a premium is charged.

C. “Injured person” means
   1. Within the state of Florida
      a. “You” or a “resident relative” while “occupying” a “motor vehicle”, or struck while a pedestrian by a “motor vehicle”.
      b. Any other person struck while a pedestrian by the “insured motor vehicle” if that person is a legal resident of Florida.
   2. Outside the state of Florida
      a. “You” or a “resident relative” while “occupying” the “insured motor vehicle”.
      b. “You” while “occupying” a “motor vehicle” owned by a “resident relative” for which security is maintained under the Florida Motor Vehicle No-Fault Law.

D. “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.
   1. A “Motor Vehicle” does not include:
      a. 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; or
      b. A mobile home.

E. “Medically necessary” means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or a symptom in a manner that is:
   1. In accordance with generally accepted standards of medical practice;
   2. Clinically appropriate in terms of type, frequency, extent, site, and duration; and
   3. Not primarily for the convenience of the patient, physician, or other health care provider.

EXCLUSIONS

This coverage does not apply:
A. To “you” or a “resident relative” while “occupying” a “motor vehicle” which “you” own that is not an “insured motor vehicle” under this policy.
B. To any person while operating the “insured motor vehicle” without “your” permission.
C. To any person whose conduct contributed to a self injury:
   1. Intentionally caused; or
   2. While committing a felony. Whenever an insured is charged with conduct as set forth in C, the 30-day payment provision of FS 627.736 paragraph (4)(b) shall be held in abeyance, and the insurer shall withhold payment of any personal injury
protection benefits pending the outcome of the case at the trial level. If the charge is nolle prossed or dismissed or the insured is acquitted, the 30-day payment provision shall run from the date the insurer is notified of such action.

D. Any person, other than “you” or a “resident relative”, who is entitled to no-fault benefits from the owner or insurer of a “motor vehicle” which is not an “insured motor vehicle” under this insurance.

E. Any person, other than “you”, if that person owns a “motor vehicle” for which security is required under the Florida Motor Vehicle No-Fault Law.

F. Any person who sustains “bodily injury” while “occupying” a “motor vehicle” located for use as a residence or premises.

G. To any pedestrian, other than the “named insured” or any “family member” who is not a legal resident of Florida.

LIMITS OF LIABILITY

The Personal Injury Protection limit shown on the Policy Declarations is the maximum “we” will pay per “injured person” for any one “motor vehicle” “accident”, regardless of the number of vehicles insured under this or other policies. “We” will not pay more than $5,000 for Death Benefits for any one person, and it is included in the total Personal Injury Protection limit shown in the “Declarations”.

Benefits will be reduced by:

A. Benefits received under any workers' compensation law, which shall be credited against the benefits provided and shall be due and payable as loss accrues, upon receipt of reasonable proof of such loss and the amount of expenses and loss incurred which are covered by the policy. When the Agency for Health Care Administration provides, pays, or becomes liable for medical assistance under the Medicaid program related to injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle, Personal Injury Protection benefits shall be subject to the provisions of the Medicaid program.

B. If two or more insurers are liable to pay personal injury protection benefits for the same injury to any one person, the maximum payable shall be as specified in subsection (1) of 627.736, the Florida Motor Vehicle No-Fault Law, and any insurer paying the benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

C. The amount of any deductible stated in the “Declarations”. The deductible amount will be applied to 100 percent of the expenses and losses incurred by or on behalf of each person to whom the deductible applies and who sustains bodily injury as the result of any one accident, for medical expenses, disability benefits and replacement services expenses. After the deductible is met, each insured is eligible to receive up to a limit of $10,000 for loss sustained by any such person as a result of bodily injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle. Such deductible shall not apply to the death benefit.

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an “injured person” incurs medical expenses that “we” deem to be unreasonable or unnecessary, “we” may refuse to pay for those medical expenses and contest them.

If the “injured person” is sued by a medical services provider because “we” refuse to pay medical expenses that “we” deem to be unreasonable or unnecessary, “we” will pay resulting defense costs and any resulting judgment against the insured person. “We” will choose the counsel. The insured person must cooperate with “us” in the defense of any claim or lawsuit. If “we” ask an “injured person” to attend hearings or trials, “we” will pay up to $50 per day for loss of wages or salary. “We” will pay other reasonable expenses incurred at “our” request.

Claims will be paid in the order received except that where the injury is investigated or disputed by “us” as not being related to the loss, or treatment is investigated or disputed by “us” as not being reasonable or “medically necessary”.

ACTION AGAINST “US”

No action shall be brought against “us” until such time as the bill is overdue as defined by Florida Statute 627.736 and the person bringing the claim has complied with all statutory conditions precedent to filing suit.

PROOF OF CLAIM; MEDICAL REPORTS

As soon as possible, an “injured person” or any other person making a claim must give “us” proof of claim, under oath if required, including all details reasonably required by “us” to determine the amounts payable.

“We” have the right to speak directly with the person making the claims, even if attorney represented, to determine the nature and extent of the injuries and treatment received and contemplated and to obtain such other information as may assist “us” in determining the amount payable. If the person chooses to be represented by an attorney at an Examination Under Oath, such representation will be at his or her own expense.
Any “injured person”, making a claim for Personal Injury Protection benefits, if required, must submit to an examination under oath, outside the presence of any other “injured person”, as often as required. If the “injured person” fails to submit, “we” are not required to pay any subsequent Personal Injury Protection benefits. If the person chooses to be represented by an attorney at an Examination Under Oath, such representation will be at his or her own expense.

If the mental or physical condition of an “injured person” is material to any claim under this coverage, that person may be required to take mental or physical examinations at “our” request. If an “injured person” unreasonably refuses to take the examination, “we” are not required to pay any subsequent Personal Injury Protection benefits. “We” will pay the physician’s fee for any examinations “we” request.

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

**DUTIES AFTER AN ACCIDENT OR LOSS**

Any insured person, entity or assignee seeking coverage made under this part shall cooperate with “us”, and such obligation to cooperate shall continue even if the benefits due under this part are assigned to a third party. Cooperation means;

A. Cooperate with “us” in the investigation, settlement or defense of any claim or suit.
   1. Promptly send “us” copies of any notices or legal papers received in connection with the “accident” or loss.
   2. Submit, as often as “we” reasonably require:
      a. To physical exams by physicians “we” select. “We” will pay the physician’s fee for these exams.
      b. To examinations under oath at a place of our choosing, and outside the presence of any other “injured person”, and require the person to correct and sign under oath the transcript of the examination(s) under oath.
      c. To a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents “we” or our designated representative requests. This includes, but is not limited to, all documents concerning your medical condition, income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents “we” indicate are reasonable and necessary to investigate and process your claim. Such documents must be provided to “us” or “our” designated representative in a timely manner, and if requested, prior to an examination under oath.
      d. Appearing at a deposition and/or trial.

B. “You” must notify “us” promptly, in writing, of how, when and where the “accident” or loss happened. Notice shall also include the names and addresses of each injured person and witness.

C. “You” must permit “us” to inspect, photograph and appraise the damaged property as often as “we” reasonably require before its repair or disposal.

D. “You” must send “us”, within thirty days of the loss, “your” signed, sworn PIP application in the form provided to “you”; sworn to under oath, and showing the date and time of loss, the cause of loss, relationship to the insured, “autos” found in “your” “household”, “autos” that “you” own, current address and phone number, and any other important facts required by “us”.

**REIMBURSEMENT AND SUBROGATION**

Unless prohibited by the Florida Motor Vehicle No-Fault Law, as amended, and in the event of payment to or for the benefit of any “injured person” under this insurance:

A. If the “accident” occurs outside the state of Florida, “we” are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights; and

B. “We” shall be entitled to reimbursement to the extent of the payment of Personal Injury Protection benefits made under this insurance from the owner or insurer of the owner of a commercial motor vehicle, as defined by the Florida Motor Vehicle No-Fault Law, if such “injured person” sustained the injury while in, on, getting into or out of, or while a pedestrian through being struck by, such commercial motor vehicle.

**PART D -- UNINSURED MOTORIST COVERAGE**

If “you” pay “us” the premium for Uninsured Motorist Coverage “we” will pay only those damages which an “insured person” is legally entitled to recover from the owner or operator of an “uninsured auto” because of “bodily injury” sustained by an “insured person”, except that “we” will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease is: a significant and permanent loss of an important bodily function; a permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement; a significant and permanent scarring or disfigurement; or death. The “bodily injury” must be caused by “accident” and arise out of the ownership, maintenance or use of an “uninsured auto”. “We” will not pay any punitive or exemplary damages.
If an “insured person” sues a person believed to be responsible for the accident without “our” written consent, “we” are not bound by any resulting judgment.

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

ADDITIONAL DEFINITIONS UNDER PART D

The following definitions apply throughout Part D of the policy.

A. “Insured person” means:
   1. “You” and any “resident relative”; and
   2. Any person “occupying” “your covered auto” with “your” permission;

B. “Uninsured auto” means:
   1. An “auto” which has no bodily injury liability bond or insurance policy in effect at the time of the accident;
   2. An “auto” for which the insurer denies coverage;
   3. An “auto” for which the insurer becomes insolvent within four years from the date of the accident. This coverage will be excess over any obligations assumed by the Florida Insurance Guarantee Association to pay claims;
   4. A hit-and-run “auto” which causes “bodily injury” to an “insured person” as a result of an “auto” “accident”. The identity of either the operator or owner of the “auto” must be unknown. The “accident” must be reported to police within 24 hours, or as soon as practical. “We” must be notified within 30 days. If the hit-and-run “auto” caused the injury without physical contact with the “insured person” or the “auto” the “insured person” was occupying, the facts of the “accident” must be proved. If the “insured person” was occupying “your covered auto” at the time of the “accident”, “we” have the right to inspect it;
   5. An “auto” that has liability protection in effect and applicable at the time of the “accident” but in an amount less than the damages the “insured person” is legally entitled to recover.

C. An “uninsured auto” does not include any vehicle or equipment:
   1. Owned by or furnished or available for the regular use of “you”, a “resident relative” or any other person specifically listed as an additional driver on the “Declarations”. However, this shall not apply to “your covered auto” when coverage is denied under Part A of this policy because of the exclusion of bodily injury to “you” or a “resident relative”, if the bodily injury results from operation of “your covered auto” by a person other than “you” or a “resident relative;
   2. Designed or modified for use primarily off public roads while not on public roads;
   3. While located for use as a residence or premises;
   4. To which coverage under Part A applies.

EXCLUSIONS

Regardless of the type of coverage “you” selected under Uninsured Motorists Insurance, this coverage does not apply to:

A. Any person who makes a settlement without “our” written consent to the extent that such settlement prejudices “our” right to recovery.
B. The direct or indirect benefit of any worker’s compensation or disability benefits insurer, including a self-insurer.
C. The ownership, maintenance, or use of any vehicle that is designed mainly for use off public roads.
D. If the “Declarations” indicates that “you” did not elect to stack limits of two or more insured autos together under Uninsured Motorists Insurance, the following exclusions also apply:
   1. Any person while “occupying” a vehicle “you” own which is insured for this coverage under another policy.
   2. “You” or a relative who resides in “your” “household” while “occupying” a vehicle owned by “you” or a relative who resides in “your” “household” which is not insured for this coverage under this policy.
   3. Any person while “occupying” “your covered auto” while it is being used to carry persons or property for a fee. This exclusion will not apply to a shared expense car pool.
   4. Any person using the vehicle without reasonable belief they are entitled to do so, or with a permanently revoked driver’s license.
   5. “You” or a “resident relative” or anyone driving with permission from “you” or a “resident relative” while:
      a. Using “your covered auto” in the commission of a felony or any unlawful activity (other than a traffic violation); or
      b. Using or operating “your covered auto” to flee any law enforcement agent.

LIMIT OF LIABILITY
A. When limits of two or more insured autos may be stacked. If the “Declarations” indicates that you elected to stack limits of two or more “autos” together under Uninsured Motorists Insurance, the Uninsured Motorists Insurance limit shown on the “Declarations” for:
1. “Each person” is the maximum that “we” will pay for all damages arising out of “bodily injury” to one person in any one auto “accident”, including damages sustained by anyone else as a result of that “bodily injury”.
2. When the limits of two or more “autos” are stacked, “our” maximum limit of liability for all damages to “you” or a “resident” relative in any one “accident” is the sum of the “each person” limits for each “auto” shown on the “Declarations”.
3. Each accident is the maximum that “we” will pay for all damages arising out of “bodily injury” to two or more persons in any one auto “accident”. This “each accident” limit is subject to the “each person” limit.
4. When limits of two or more “autos” are stacked, subject to the limit for “each person”, “our” maximum limit of liability for all damages to two or more persons in any one “accident” is the sum of the “each accident” limits for each “auto” shown on the “Declarations”.
5. If there is other applicable uninsured or underinsured motorist coverage of the same priority, “we” will pay only “our” share of the same damages. “Our” share is the proportion that “our” limit of liability bears to the total of all available coverage limits of the same priority. Any insurance “we” provide shall be excess over any other uninsured or underinsured coverage, except for “bodily injury” to “you” or a “resident relative” when occupying “your covered auto.”

B. When limits of two or more insured autos may not be stacked. If the “Declarations” indicates that you did not elect to stack limits of two or more “autos” together under Uninsured Motorists Insurance, the Uninsured Motorists Insurance limit shown on the “Declarations” for:
1. “Each person” is the maximum that “we” will pay for all damages arising out of “bodily injury” to one person in any one auto “accident”, including damages sustained by anyone else as a result of that “bodily injury”.
2. Each accident is the maximum that “we” will pay for all damages arising out of “bodily injury” to two or more persons in any one auto “accident”. This “each accident” limit is subject to the “each person” limit.
3. These limits are the maximum “we” will pay for any one auto “accident” regardless for the number of:
   a. Claims made;
   b. Vehicles or persons stated on the “Declarations”; or
   c. Vehicles involved in the “accident”.
4. The Uninsured Motorists Coverage limits apply to each insured “auto” as stated on the “Declarations”.
5. If the “insured person” was “occupying” an “auto” “you” do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the insured is legally entitled to recover damages in excess of the other policy limit, “we” will pay up to “your” policy limit, except that “we” will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease is described in one or more paragraphs (a) through (d) of Florida Statute 627.737(2), but only after all other collectable insurance has been exhausted.
6. If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorists benefits. “We” will bear “our” proportionate share. This applies no matter how many autos or auto policies may be involved, whether written by “us” or another company.
7. If an “insured person” sustains “bodily injury” while not “occupying” a motor vehicle, the “insured person” may elect to receive uninsured motorist benefits under only one policy of insurance which the “insured person” is an insured. If the “insured person” elects to receive uninsured motorist benefits under a policy of insurance other than this policy, “we” will not pay any uninsured motorist benefits due to “bodily injury” to the “insured person.”

C. Regardless of whether “you” chose stacked or nonstacked limits of Uninsured Motorists Insurance, if “bodily injury” is sustained in an auto “accident” by any person other than “you” or a “resident” relative, “our” maximum limit of liability for all damages arising out of “bodily injury” to any person other than “you” or a “resident” relative is the limit of liability shown on the “Declarations” applicable to the vehicle the “insured person” was occupying at the time of the auto “accident”. This is the most “we” will pay regardless of the number of:
1. Claims made;
2. Vehicles or persons stated on the “Declarations”; or
3. Vehicles involved in the “accident”.

D. Damages payable will be reduced by:
1. All amounts paid by the owner or operator of the “uninsured auto” or anyone else responsible, including all sums paid or payable under the bodily injury liability coverage of this or any other auto policy; and
2. All amounts payable under any worker’s compensation law, disability benefits law, or similar law, Automobile Medical Payments, or any similar automobile medical payments coverage, or no-fault benefits provided under this or any other auto policy.

IF THERE IS OTHER INSURANCE
Any insurance “we” provide shall be excess over any other uninsured or underinsured motorist coverage, except for “bodily injury” to “you” or a “resident relative” when occupying “your covered auto.” “We” will not pay for any damages which would duplicate any payment made for damages under other insurance.
ASSISTANCE AND COOPERATION

“We” may require the injured person to take appropriate action to preserve all rights to recover damages from anyone responsible for the “bodily injury”.

RIGHT OF RECOVERY

When “we” pay any person under this coverage:
A. “We” are entitled to repayment of amounts paid by “us” and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer. “We” are not entitled to repayment until after the person “we” have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
B. All rights of recovery against any responsible party or insurer must be maintained and preserved for “our” benefit.
C. If we ask, “insured person(s)” must take appropriate action in their name to recover damages from any responsible party or insurer. “We” will select the attorney and “we” will pay all related costs and fees. “We” will not ask the “insured person” to sue the insured of an insolvent insurer.

DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Uninsured Motorist Coverage must also:
A. Notify the police within 24 hours or as soon as practical if a hit and run driver is involved.
B. Provide “us”, within 30 days of the date of filing, with a copy of the complaint, if a lawsuit is brought by the “insured person” against the owner or operator of the “uninsured auto” or the owner or operator of any other vehicle in the “accident”.
C. Within a reasonable time, make available at “our” expense all pleadings and depositions, if an “insured person” brings a lawsuit against an owner or operator of an “uninsured auto” or the owner or operator of any other vehicle in the “accident”.
D. Provide “us” with proof that the limits of liability under any applicable liability bond or policies have been exhausted by payment of judgments or settlements.

PART E -- COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. If “you” pay us the premium for Collision Coverage when due, “we” will pay for “collision” damage to any “auto” for which Collision Coverage has been purchased under this policy. Subject to the Limit of Liability, “we” will pay only for the amount of each “collision” loss in excess of the deductible stated in the “Declarations”. Collision Coverage is provided only for the original equipment as available and installed by the manufacturer or its authorized dealer at time of purchase, or equipment which is of like kind, quality and cost as the original equipment, which was used as a replacement for the original manufacturer equipment. “We” will pay for loss caused by “collision” to a “non-owned auto”, when operated with the permission of the owner by the “named insured”, or a “resident relative” listed on the “Declarations”, provided that person is legally liable to the owner for the loss to the automobile. “Legally liable”, as used herein, shall not include liability assumed by contract. If loss to more than one of “your covered autos” results from the same “collision”, only the highest applicable deductible will apply.
B. If “you” pay “us” the premium for Comprehensive Coverage when due, “we” will pay for “comprehensive” loss to any “auto” for which “comprehensive” coverage has been purchased under this policy. “Comprehensive” coverage is provided only for the original equipment as available and installed by the manufacturer or its authorized dealer at time of purchase, or equipment which is of like kind, quality and cost as the original equipment, which was used as a replacement for the original manufacturer equipment. Subject to the Limit of Liability, “we” will pay only for the amount of each “comprehensive” loss in excess of the deductible stated in the “Declarations”.
C. A deductible will not apply to a loss to windshield glass.
D. Loss caused by the following is considered “comprehensive” loss:
   1. Missiles or falling objects;
   2. Fire;
   3. Theft or larceny;
   4. Explosion or earthquake;
   5. Windstorm;
   6. Hail, water, or flood;
   7. Malicious mischief or vandalism;
   8. Riot or civil commotion;
   9. Contact with bird or animal; or
   10. Breakage of glass, when not caused by “collision”.
E. If you pay a premium for Comprehensive and Collision coverage your policy will pay for damage to:
   1. Any “auto” or "trailer" “you” do not own while used as a temporary substitute for "your covered auto” which is out of normal use because of its:
      a. Breakdown;
2. Any “auto” rented by you for a term of 30 days or less under a written rental agreement from a commercially licensed rental agency and being operated by “you” or any “resident relative” at the time of loss.
3. Any “non-owned” “auto” not furnished or available for your regular use.

TRANSPORTATION EXPENSES

If “you” have purchased Comprehensive Coverage and “your covered auto” is stolen, “we” will pay up to $20 per day, to a maximum of $600, for transportation expenses incurred by “you”. Additionally, “we” will pay only reasonable transportation expenses actually and necessarily incurred during the period:
A. Beginning 48 hours after the theft; and
B. Ending when “your covered auto” is returned to use or “we” pay for its loss, whichever occurs first.
C. “We” will not pay “you” the cost of renting an “auto” from an individual. The “auto” must be rented from a business whose day-to-day operations involve motor vehicle rental.
D. “We” will not pay any charges incurred when renting an “auto”, for insurance, collision damage waivers, fuel, and all other charges, except for the actual cost of the rental cost of the “auto” as well as applicable taxes.

EXCLUSIONS

“We” do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. “We” will, therefore, not pay for:
A. Loss to “your covered auto” if it is used to carry persons or property for compensation or a fee. This exclusion (A) also applies to not-for-hire livery, but does not apply to a share-the-expense car pool.
B. Loss occurring to “your covered auto” while it is being rented to others or hired for a fee.
C. Damage due and confined to:
   1. Wear and tear;
   2. Deterioration;
   3. Latent or inherent defects;
   4. Freezing;
   5. Mechanical or electrical breakdown or failure; or
   6. Road damage to tires.
   This exclusion (C) does not apply if the damage results from the total theft of “your covered auto”.
D. Loss due to or as a consequence of:
   1. Radioactive contamination;
   2. Discharge of any nuclear weapon (even if accidental);
   3. War (declared or undeclared);
   4. Civil war;
   5. Insurrection; or
   6. Rebellion or revolution.
E. Loss to “your covered auto” while used off public roads for four-wheeling purposes.
F. Loss to tapes, records, CD’s, DVD’s, video or other devices for use with equipment designed for the reproduction of sound or video.
G. Loss to equipment designed for the reproduction of sound, including but not limited to, compact disc players, unless the equipment is factory installed as original equipment by the manufacturer or its authorized dealer at the time of purchase in “your covered auto”.
H. Loss to “your covered auto” or a “non-owned auto” while operated by a non-disclosed “resident” driver.
I. Loss to any “non-owned auto” or any vehicle used as a temporary substitute for an “auto” “you” own when used by “you” or any “resident relative” or any person specifically listed as an additional driver on the “Declarations” without a reasonable belief that “you” or that “resident relative” are entitled to do so, or if “you” or that “resident relative” have a permanently revoked driver’s license.
J. Loss to:
   1. TV antennas;
   2. Awnings or cabanas;
   3. Equipment designed to create additional living facilities; or
   4. Video, DVD, recording, or television equipment.
K. Loss to any of the following or their accessories:
1. Citizen band radio;
2. Two-way mobile radio;
3. Telephone; or
4. Scanning monitor receiver.

L. Loss to any custom furnishings or equipment in or upon any vehicle unless such equipment was factory-installed by the original manufacturer. Custom furnishings or equipment include but are not limited to:
1. Special carpeting and insulation, furniture, bars or television receivers;
2. Facilities for cooking and sleeping;
3. Height-extending roofs;
4. Custom murals, paintings or other decals or graphics;
5. Equipment designed or used for the detection or location of radar;
6. Custom car kits;
7. Custom grills, louvers, scoops, continental kits, and custom spoilers;
8. Window film tinting;
9. Custom paint, including but not limited to lacquer paint, and upholstery other than that installed by the original manufacturer;
10. Custom wheels, other than factory-installed;
11. Custom chrome parts;
12. Ground effects, running boards, or mudflaps;
13. Bedliners;
14. Camper shells or custom enclosures for pickups; and
15. Any other equipment, device, accessory, or enhancement which alters the appearance or performance of a vehicle and is not factory-installed.

M. Loss to any part of the “auto”, or its equipment, that was not permanently installed or attached to the “auto” by brackets or bolts at the time of loss.

N. Loss to any “non-owned auto” being maintained or used by any person while employed or otherwise engaged in the “business” of:
1. Selling;
2. Repairing;
3. Servicing;
4. Storing; or
5. Parking;
   vehicles. This includes road testing and delivery.

O. Loss to “your covered auto” or any “non-owned auto” being maintained or used by any person while employed or otherwise engaged in any “business” not described in exclusion N above. However, this exclusion does not apply to “your covered auto” if “you” have paid the business use premium surcharge as shown in the “declaration”.

P. Loss or damage to a vehicle being towed by “your covered auto”, which is not shown on the “Declarations” and for which premium has not been paid.

Q. The cost of delay in repair, nor will “we” pay more than the cost of repair and/or replacement of an “auto” of standard make and similar type, and “we” will not pay for any extraneous items or any finish or special customizing of such “auto” other than as originally and normally manufactured.

R. Loss or damage to any specially built body, food vending equipment, catering equipment, or refrigeration equipment, nor to travel trailers, unless such equipment is described in the application and a premium is charged.

S. Loss to “your covered auto” or a “non-owned auto” while being operated in any racing or speed contest or in practice or preparation for any such contest, whether pre-arranged or not.

T. Any loss to “your covered auto” or a “non-owned auto” arising out of or during its commercial use for the transportation of any explosive substance, flammable liquid, or similar hazardous material, except transportation incidental to “your” ordinary household or farm activities.

U. Any loss resulting from lack of lubricants, oil, transmission fluid, coolant, or loss resulting from internal seepage of water.

V. Any loss due to taking or confiscation by governmental or civil authority, for any purpose including temporary taking or temporary confiscation.

W. Any loss due to illegal sale, or repossession of an “auto” by the rightful owner.

X. Any loss due to theft or conversion of “your covered auto”, “non-owned auto” or vehicle, or trailer:
   1. by “you”, “resident relative”;
   2. prior to its delivery to “you” or a “resident relative”; or
   3. while in the care, custody, or control of anyone engaged in the “business” of selling the “auto”, vehicle or “trailer.”

Y. Any loss of, or to, or destruction of any “auto”, in whole or in part, intentionally caused by, or at the direction of “you”, any “insured person”, a “resident relative”, a member of “your” “household”, or any person listed as a driver in the “Declarations”.

Z. “Collision” coverage shall not apply to any “auto” being operated by any person who has not been reported to “us” as being a resident of your “household”. “You” must notify “us” within 30 days of the time when any person becomes a “resident” who was not listed on the policy. The date residency began and the date “you” notify “us” will determine if notice is given within the 30-day period.
AA. “We” will not pay for diminution of value resulting from a loss to “your covered auto” or a “non-owned auto”. When coverage under Part E applies for the repair of an “auto”, “we” will not pay more than the reasonable cost of the labor and the cost of any replacement parts needed to substantially restore the damaged “auto” to its condition at the time it was damaged, subject to the limit of liability, and “we” will not pay any additional amount representing any perceived or actual change in value.

BB. Loss to “your covered auto” while “you” or a “resident relative” or anyone driving with permission from “you” or a “resident relative”:
1. Are using “your covered auto” in the commission of a felony or any unlawful activity (other than a traffic violation); or
2. Are using or operating “your covered auto” to flee any law enforcement agent.

CC. Loss to any vehicle due to “fungi”. This applies regardless of whether or not the “fungi” result from a loss that is payable under any of the physical damage coverages on the policy. “We” will not pay for any testing or remediation of “fungi”, or any additional costs required to repair and vehicle that are due to the existence of “fungi”.

**LIMIT OF LIABILITY**

A. “Our” limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property, but not to exceed $70,000.00, unless specifically endorsed for a greater amount, or;
2. Amount necessary to repair or replace the property, but not to exceed $70,000.00 unless specifically endorsed for a greater amount or;
3. Amount necessary to repair the property subject to “our” determination of declaring the property a total loss.
4. The limit of liability for a “non-owned auto” for “collision” coverage will be the cost to repair or replace the “auto”, reduced by “your” deductible.
   However, the most “we” will pay for loss to any “trailer” is $500.00, provided that the “trailer” is attached to “your covered auto” at the time of the loss. There is no coverage for a “trailer” if it is not attached to “your covered auto”.

B. Actual cash value means fair market value.

C. “We” reserve the right to make payment for repairs or replacement of property with other property of like kind and quality, specifically including the vehicle age, use and condition and/or parts supplied by a source other than the manufacturer of “your” vehicle such as aftermarket, used, recycled, rebuilt, restored, recored or exchanged parts. However, if “your covered auto” or a “non-owned auto” is the current year model or immediate prior year model, in determining the amount “we” will pay, “we” will not use other than original manufacturer crash parts without “your” permission.

D. “We” reserve the right to take any appropriate deductions from settlement due to “betterment”.

E. If “your covered auto” is disabled due to loss insured under this policy, “we” will pay reasonable costs to transport it from the place of loss to a repair storage facility.

F. “We” will pay reasonable storage charges for protection of “your covered auto” if “you” allow “us” to move “your” vehicle to a storage-free location or repair shop.

G. “Our” payment will be reduced by the applicable deductible.

H. “Our” payment will be reduced by the value of the salvage when “you” or the owner of the “auto” retains the salvage.

**DUTIES AFTER AN ACCIDENT OR LOSS**

A person seeking Coverage for Damage to Your Auto must also:

A. Take reasonable steps after loss, at “your” expense, to protect “your covered auto” or a “non-owned auto” and its equipment from further loss.

B. Notify the police, within 24 hours of discovery of the event, if “your covered auto” is stolen.

C. Permit “us” to inspect and appraise the damaged property as often as “we” reasonably require before its repair or disposal.

D. Send “us”, within 30 days of the loss, “your” signed sworn statement of proof of loss in the form provided to “you”, sworn to under oath, and showing the date and time of loss, the cause of loss, the actual cash value and amount of loss to “your covered auto”, and attaching detailed repair estimates.

E. Submit to examinations under oath at a place of our choosing, and outside the presence of any person other than “your” attorney, within 75 miles of the residence of the “named insured”, “we” require the person to correct and sign under oath the transcript of the examination(s) under oath.

**TOTAL LOSS**

In the event that “we” determine “your” “auto” to be a total loss, “you” must allow us to move “your” “auto” to a free storage location of our choice. “We” reserve the right to retain “your” “auto” and/or its salvage property after “we” determine that “your” “auto” is a total loss.

**PAYMENT OF LOSS**
“We” may pay for loss in money or repair or replace the damaged or stolen “covered auto” or “non-owned auto”. If we pay for the loss in money, our payment will include the applicable sales tax for the damaged or stolen property. “We” may make this payment to “you” or any “loss payee” as the person or entity’s interest appears. “We” may, at “our” expense, return any stolen property to:

A. “You”; or
B. The address shown in this policy. If “we” return stolen property, “we” will pay for any damage resulting from the theft. “We” may keep all or part of the property at an agreed or appraised value.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER INSURANCE

If other insurance also covers the loss, “we” will pay only “our” share of the loss. “Our” share is the proportion that “our” limit of liability bears to the total of all applicable limits. However, any insurance “we” provide with respect to a “non-owned auto” or any vehicle used as a temporary substitute for a vehicle “you” own shall be excess over any other collectible insurance.

APPRAISAL

A. If “we” and “you” do not agree on the amount of loss, either may demand an appraisal of the loss. Any demand for an appraisal must be in writing. In that event, each party will select a competent appraiser and notify the other party in writing of the appraiser’s identity within 30 days of the request for appraisal. The two appraisers will select an umpire. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding. Each party will:
   1. Pay its chosen appraiser; and
   2. Bear the expenses of the appraisal and umpire equally.
B. “We” do not waive any of “our” rights under this policy by agreeing to an appraisal.

RENTAL REIMBURSEMENT COVERAGE

A. If “you” pay “us” the premium for Rental Reimbursement Coverage when due, “we” will pay for the cost incurred by “you” for rental of an “auto” from an auto rental agency or a vehicle repair shop while “your covered auto” for which this coverage is purchased is inoperable as a result of “collision” or a “comprehensive” loss to which coverage under this Part E applies.
B. “We” will not pay Rental Reimbursement when “your covered auto” is inoperable due to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires.
C. The limit of liability for Rental Reimbursement Coverage is the amount shown in the “Declarations” as the daily limit, for up to 30 days for each “accident”, loss or theft.
D. Coverage under Transportation Expenses shall not apply for a rental of an “auto” when Rental Reimbursement Coverage applies.
E. Rental charges will be reimbursed beginning:
   1. When “your covered auto” cannot be driven due to a loss; or
   2. If “your covered auto” can be driven, when “you” or “your” representative deliver “your covered auto” to an auto repair shop for repairs due to the loss; and ending when whichever of the following occurs first:
      a. If the “covered auto” is disabled by a collision or comprehensive loss, completion of the repairs or replacement of the auto;
      b. If the “covered auto” is stolen, when “we” agree to pay settlement or “your covered auto” is returned to use; or
      c. Thirty full days of coverage.
F. “You” must provide “us” written proof of “your” rental charges paid to a business whose day-to-day operations involve motor vehicle rental.
G. Duplicate recovery for identical elements of damages is not permitted under this policy.

TOWING AND LABOR COVERAGE

If “you” have paid “us” the premium for Towing And Labor Coverage for “your covered auto” when due, “we” will reimburse “you” for towing and labor costs incurred as a result of the disablement of that “auto”, up to the Limit of Liability of $50 for each disablement of the “auto”, and subject to a $150.00 maximum limit per semi-annual policy period, provided that:
A. The labor, if any, is performed at the place of disablement;
B. If towed, the “auto” is towed to the nearest qualified repair facility; and
C. The towing is necessary due to:
   1. Mechanical or electrical breakdown;
   2. Battery failure;
   3. Insufficient supply of fuel, oil, water, or other fluid;
4. Flat tire;
5. Lock-out; or
6. Entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

CUSTOMIZING EQUIPMENT COVERAGE

A. If you pay “us” the premium, Customizing Equipment Coverage provides physical damage protection to permanently installed custom parts or equipment, devices, accessories, enhancements, and changes, other than those which are originally manufacturer installed, which alter the appearance or performance of “your covered auto”. This includes any electronic equipment, antennas, and any devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, other than those which are original manufacturer installed, that are permanently installed in “your covered auto” using bolts or brackets, including slide-out brackets. Radar detectors and laser detectors are excluded from this coverage.

B. “Our” limit of liability for loss under Customizing Equipment Coverage is the lesser of the Actual Cash Value, or the actual cost to repair. The “named insured” is required to maintain and, upon demand from us, promptly present proof of purchase and proper installation for any parts, equipment, devices, accessories, enhancements, and other changes to which this coverage applies.

C. No coverage will be provided that duplicates payment for the same element of loss paid under any other coverage or any other insurance.

D. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions C, D, F, I, and J (1,2,3) of Part E.

PART F – GENERAL DUTIES AFTER AN ACCIDENT OR LOSS

A. “We” must be notified promptly in writing of how, when and where the “accident” or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage as an insured, third party beneficiary, or assignee must:
   1. Cooperate with “us” in the investigation, settlement or defense of any claim or suit and in “our” investigation to determine if the “accident” or loss is covered by this policy.
   2. Promptly send “us” copies of any notices or legal papers received in connection with the “accident” or loss.
   3. Submit, as often as “we” reasonably require:
      a. To physical exams by physicians “we” select. “We” will pay the physician’s fee for these exams.
      b. To examinations under oath at a place of our choosing, and outside the presence of any other person other than “your” attorney, within 75 miles of the residence of the “named insured”, and require the person to correct and sign under oath the transcript of the examination(s) under oath.
      c. To a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents “we” or our designated representative requests. This includes, but is not limited to, all documents concerning your medical records, income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents “we” indicate are reasonable and necessary to investigate and process your claim. Such documents must be provided to “us” or “our” designated representative in a timely manner, and if requested, prior to an examination under oath.
   4. Authorize “us” to obtain:
      a. Medical reports;
      b. Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an accident or loss; and
      c. Any other records “we” deem necessary or relevant to the claim or investigation of the claim.
   5. Submit a proof of loss when required by “us”.

C. Failure to cooperate will result in denial of coverage.

Note: Please refer to specific coverage sections additional information about your duties after an accident or loss.

PART G - GENERAL PROVISIONS

ADDITIONAL DEFINITION

The term “insured person”, when used in this Part G with quotation marks, means:
A. “You”, or any “resident relative” and any other person specifically listed as an additional driver in the “Declarations”; and
B. Any person using “your covered auto”.

BANKRUPTCY

Bankruptcy or insolvency of the “insured person” shall not relieve “us” of any obligations under this policy.
CHANGES

This policy, any endorsements to this policy issued by “us”, the “Declarations” and “your” application contain all the agreements between “you” and “us”. Their terms may not be changed or waived except by endorsement issued by “us”. If a change requires a premium adjustment, “we” will adjust the premium as of the effective date of change. You must promptly notify “us” of any changes and “we” may revise this version of the policy form to provide more coverage without additional premium charge. If “we” do this, “your” policy will automatically provide the additional coverage as of the date the revision is effective in “your” state.

“We” may revise the terms of the policy when “we” are required to because of a change mandated by law.

If this policy is obtained to satisfy requirements of Florida Statute 627.7275 (non-cancelable policy), after it is in effect for 30 days, the coverage provided under this policy and the risk covered by this policy may not be changed during the policy period. If an insured requires additional coverage, or coverage for an additional risk is needed, a new non-cancelable policy must be issued. However, if the insured must obtain a new 6-month policy and obtains the policy from “us”, the policyholder shall receive credit on the new policy for any premium paid on the previously issued policy.

The premium for this policy is based on the information “you” provided to “us” or other sources “we” use. “You” agree to cooperate with “us” in determining if this information is accurate and complete. “You” agree to notify “us” of any changes during the policy period. If this information is incomplete, incorrect, or changes during the policy period, “we” may adjust your premium, or take other legally permissible action. “You” must notify “us” when “you” change “your” address, add or delete “resident” drivers and additional “frequent operators”, or you add or delete or replace “your covered autos”.

Changes that may result in a premium adjustment include, but are not limited to:
A. “You” or a “resident relative” obtaining a driver’s license or operator’s permit;
B. The number, type, or use classification of “your covered auto”;
C. Operators using “your covered auto”;
D. An operator’s marital status;
E. The place of principal garaging of “your covered auto”;
F. Coverage, deductibles, or limits of liability; or
G. Rating territory or discount eligibility.

CONCEALMENT, MISREPRESENTATION OR FRAUD

Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

“We” may deny coverage if, any “insured person” has, in connection with a claim or the application for insurance, concealed, omitted, or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of any “insured person” therein, or in case of any fraud or attempted fraud or of false swearing by any “insured person” relating thereto. “We” may void the entire policy and deny coverage if any “insured person” has concealed, omitted, or misrepresented any material fact or circumstance concerning the application, issuance, renewal or continuation of this policy, or in case of any fraud or attempted fraud or of false swearing by any “insured person” relating thereto. Each and every statement of fact made by any “insured person” in the application or any subsequent application for insurance or renewal, which is made part hereof, is agreed to be material. If “we” void this policy or deny coverage due to misrepresentation, “you” must reimburse “us” if “we” make a payment, including investigation expenses and attorney fees.

LEGAL ACTION AGAINST US

A. No legal action may be brought against “us” until there has been full compliance with all the terms and conditions of this policy and any statutory requirements pertinent to the coverage. In addition, under Part A of this policy, no legal action may be brought against “us” until:
   1. “We” agree in writing that the “insured person” has an obligation to pay; or
   2. The amount of that obligation has been finally determined by judgment after trial.
B. No person or organization has any right under this policy to bring “us” into any action brought to determine the liability of an “insured person”.
C. Under Part B or Part D of this policy, no legal action may be brought against “us” on or upon this policy, or arising out of any activities of the Company in any way related to this policy, or claims “you” have presented, unless filed within five years of the “accident” or loss.
D. No legal action may be brought against “us” under, upon or resulting from the actions of the Company, with regard to the Uninsured Motorists Coverage, until there has been full compliance with all the terms and conditions of the policy, nor unless within five years from the date of the “accident”:
   1. Suit for “bodily injury” has been filed against the uninsured motorist in a court of competent jurisdiction and notice of such suit has been given to “us”;
   2. Agreement as to the amount due under this coverage has been concluded.

OUR RIGHT TO RECOVER PAYMENT

A. If “we” make a payment under this policy, and the person to or for whom payment was made has a right to recover damages from another, “we” shall be subrogated to that right. Security National Insurance Company or its designee shall be entitled to the payment, reimbursement, and subrogation as provided in this section, regardless of whether the total amount of the recovery of the person (or his or her estate, parent or legal guardian) on account of the injury, illness or property damage is less than the actual loss suffered by the person (or his or her estate, parent or legal guardian). That person shall do:
   1. Whatever is necessary to enable us to exercise our rights; and
   2. Nothing after loss to prejudice them.
However, “our” rights in this paragraph (A.) do not apply under Part D of this policy, against any person using “your covered auto” with a reasonable belief that that person is entitled to do so.
B. If “we” make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
   1. Hold in trust for “us” the proceeds of the recovery; and
   2. Reimburse “us” to the extent of “our” payment within 30 days of receipt of the proceeds of any recovery.

POLICY PERIOD AND TERRITORY

A. This policy applies only to “accidents” and losses which occur;
   1. During the policy period as shown in the “Declarations”; and
   2. Within the policy territory.
B. The policy territory is:
   1. The United States of America, its territories or possessions;
   2. Canada.
C. This policy also applies to loss to, or “accidents” involving, “your covered auto” while being transported between their ports.

TERMINATION

A. Cancellation. Except as provided in section B, C, or D of this section, during the first two months following the effective date of the policy or renewal, this policy may not be canceled by the “named insured” as shown in the Declarations except, upon total destruction of “your covered auto”, upon transfer of ownership of “your covered auto”, or after the purchase of another policy covering “your covered auto” which was covered under this policy.
B. If this is a new policy, and it has been in effect less than two months, “we” may cancel for reasons other than non-payment of premium; however, “we” may cancel for non-payment of premium if the reason for the cancellation is the issuance of a check for the premium that is dishonored for any reason.
C. In the event “we” determine that you were charged an incorrect premium for coverage requested in “our” application for insurance, “we” shall immediately mail you a notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), “you” fail to either;
   1. Pay the additional premium and maintain this policy in full force under its original terms; or
   2. Cancel this policy and demand a refund of any unearned premium; then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).
D. After this policy is in effect for two months, or if this is a renewal or continuation policy, “we” will cancel only:
   1. For non-payment of premium; or
   2. If “your” driver’s license, or that of any driver who lives with “you”, or any driver who customarily uses “your covered auto” has been suspended or revoked during the policy period or the 180 days immediately preceding its effective date or, if the policy is a renewal, during its policy period.
E. After this policy has been in effect for two months:
   1. The named insured shown in the Declarations may cancel by;
      a) Returning the policy to “us”; or
      b) Giving us advance written notice of the date cancellation is to take effect.
   2. “We” may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown on the policy:
a) At least 10 days notice if cancellation is for non-payment of premium; or
b) At least 45 days notice in all other cases.

3. Notwithstanding sections A, B, or C, “we” may cancel this policy at any time for:
a) Non-payment of renewal premium; or
b) Material misrepresentation or fraud.

F. If this policy is obtained to satisfy requirements of Florida Statute 627.7275 (non-cancelable policy)
1. The named insured shown in the “Declarations” may not cancel this policy.
2. We may cancel during the first 30 days that this policy is in effect by mailing by registered or certified mail, or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
a) At least 30 days notice if cancellation is for nonpayment of premium; or
b) At least 45 days notice in all other cases.
3. After this policy is in effect for 30 days, we may not cancel this policy for any reason. However, if the insured must obtain a new 6-month policy and obtains the policy from “us”, the policyholder shall receive credit on the new policy for any premium paid on the previously issued policy.

G. Non-renewal. If “we” decide not to renew or continue this policy, “we” will mail notice by registered or certified mail or United States Post Office proof of mailing to the “named insured” shown in the “Declarations” at the address shown on the policy in “our” records. Notice will be mailed at least 45 days before the end of the policy period. We will not refuse to renew or continue this policy solely because:
1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
a) Two such traffic violations within an 18 month period;
b) Three or more such traffic violations within a 36 month period; or
c) Exceeding the lawful speed limit by more than 15 miles per hour; or
2. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current 3-year period.

H. Other Termination Provisions. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

I. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The unearned premium, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation. If the insured cancels the policy, “we” will mail the unearned portion of any premium paid within 30 days after the effective date of the policy cancellation or receipt of notice or request for cancellation, whichever is later. If “we” cancel the policy, “we” will mail the unearned portion of any premium paid within 15 days after the effective date of the policy cancellation.

J. The effective date of cancellation stated in the notice shall become the end of the policy period.

K. Automatic Termination. If “we” offer to renew or continue and “you” or “your” representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that “you” have not accepted “our” offer. If “you” obtain other insurance on “your covered auto” any similar insurance provided by this policy will terminate as to that “auto” on the effective date of the other insurance.

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. “Your” rights and duties under this policy may not be assigned without “our” written consent. However, if any “named insured” dies, coverage will be provided for:
1. The surviving spouse, if a “resident” in the same “household” at the time of death. Coverage applies to the spouse as if a “named insured” shown in the “Declarations”; and
2. The legal representative of the deceased person as if a “named insured” shown in the “Declarations”. This applies only with respect to the representative’s legal responsibility to maintain or use “your covered auto”.

B. Coverage will only be provided until the end of the policy period.
TWO OR MORE AUTO POLICIES

If this policy and any other “auto” insurance policy issued to “you” by “us” apply to the same “accident”, the maximum limit of “our” liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This provision does not apply to Uninsured Motorist Coverage. No one will be entitled to recover duplicate payments for the same elements of loss under Uninsured Motorist Coverage.

ADDITIONAL PREMIUM DUE - LOSS SETTLEMENT

In the event of additional premium due to the incorrect rating of this policy, “we” shall have the right to correct the premium in accordance with “our” published rates and underwriting rules. If a loss occurs under the policy “we” shall have the option to deduct such additional premium from any loss settlement.

NAMED DRIVER EXCLUSION

All coverages, and including “our” obligation to defend under the policy, shall not apply nor shall they accrue to the benefit of “you”, any third party claimant, or any other person, while any “auto” is being operated by any driver that has been excluded (listed on the Application and/or “Declarations” and/or a Named Driver Exclusion acknowledgment), regardless of where the person resides or whether the person is licensed to drive. However, this exclusion does not apply to any claim under Personal Injury Protection coverage (with a limit of $10,000) and Property Damage Liability coverage (with a limit of $10,000.)

This exclusion applies to the policy, or any continuation, renewal, or replacement of the policy by the “named insured”.

LOSS PAYABLE CLAUSE

Payment under Part E for theft of a “your covered auto” or a total loss to “your covered auto” will be made according to “your” interest and the interest of any loss payee or lienholder shown in the Declarations or designated by “you”. Payment may be made to both jointly, or separately, at “our” discretion. “We” may make payment for a partial loss covered under this Part E directly to the repair facility with “your” consent.

Where fraud, material misrepresentation, material omission, or intentional damage has been committed by or at the direction of “you” or a “resident relative”, the loss payee or lienholder’s interest will not be protected.

“We” will be entitled to the loss payee or lienholder’s rights of recovery, to the extent of “our” payment to the loss payee or lienholder.

MEDIATION OF CLAIMS

In any claim filed with an insurer for “bodily injury” in an amount of $10,000 or less or a claim for property damage in any amount arising out of the ownership, operation, use, or maintenance of an “auto”, either party may demand mediation of the claim prior to the institution of litigation. The provisions of section 627.745, Florida Statutes, will apply.
NAMED NON-OWNER COVERAGE ENDORSEMENT
SN-FL-BA-NNO (09/05)

If the “Declarations” indicates that the endorsement number above is part of “your” policy the following applies:

The provisions and exclusions that apply to the Personal Auto Policy apply to this endorsement, except as changed by this endorsement.

DEFINITIONS

For the purposes of this endorsement only, the following definitions are amended.

A. is replaced by the following:
A. Throughout this policy “you” and “your” refer to:
   1. The “named insured” shown in the Declarations.

H. is replaced by the following:
H. “Your covered auto” means:
   1. Any vehicle not owned by “you”, “your” spouse, or a “resident relative”.
   2. Any of the following types of “autos” of which you acquire ownership during the policy period, provided that you ask us in writing to insure it within 30 days after you become the owner:
      a. A private passenger “auto”; or
      b. If not used in any business or occupation, a pick-up, sedan delivery or panel truck.

Items c. and d. are deleted

PART A
LIABILITY COVERAGE

Additional Definitions are changed as follows:

A. is replaced by the following:
A. “Insured person” means:
   1. “You” for the ownership, maintenance or use of any “auto” or “trailer” except for an “auto” owned by “you” or furnished or available for “your” regular use.

EXCLUSIONS

This Exclusion under A is replaced as follows:

   6. While employed or otherwise engaged in the “business” of:
      a. Selling;  d. Storing; or
      b. Repairing;  e. Parking;
      c. Servicing;
         vehicles. This includes road testing and delivery.

Exclusion 14 is added under A:

   14. For any vehicle other than “your covered auto”.

OTHER INSURANCE

This section is replaced as follows:

This coverage is excess over any other applicable insurance or bond.

PART B
MEDICAL PAYMENTS COVERAGE

This section is replaced as follows:

Additional Definitions are changed as follows:
“Insured person” as used in this Part B with quotation marks, means:
A. “You”;
   1. while “occupying”; or
   2. as a pedestrian when struck by;
      a. a motor vehicle designed for use mainly on public roads or by a trailer of any type.

EXCLUSIONS

These Exclusions are replaced as follows:

E. For bodily injury sustained while “occupying” or, when struck by, any vehicle which is owned by “you” or furnished or available for “your” regular use.
F. For bodily injury sustained while “occupying” or, when struck by, any vehicle which is owned by or furnished or available for the regular use of any “resident relative”.

OTHER INSURANCE

This section is replaced as follows:

This coverage is excess over any other applicable insurance or bond.

PART C

PERSONAL INJURY PROTECTION COVERAGE

There is no coverage provided under Part C, Personal Injury Protection Coverage.

PART D

UNINSURED MOTORISTS COVERAGE

Additional Definitions Under Part D is amended as follows:
A. is replaced with:
A. “Insured person” means:
   1. “You”.

All other parts of this section are unchanged.