

PEACHTREE CASUALTY INSURANCE COMPANY

YOUR PERSONAL AUTO POLICY – QUICK REFERENCE

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IMPORTANT NOTICE

Unless drivers or residents residing with the Named Insured are NAMED in the declarations, coverage may not be afforded. If you desire coverage for drivers other than those shown, request your Agent to have your Policy amended to list the additional drivers.

To Report A Claim: 1-800-433-3071

PEACHTREE CASUALTY INSURANCE COMPANY

FLORIDA PERSONAL AUTOMOBILE POLICY

We define some words to shorten the policy. This makes it easier to read and understand. Defined words are printed in bold face. **You** can pick them out easily.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

DEFINITIONS

- A. Throughout this policy, **“You”** and **“Your”** refer to:
1. The **Named Insured** shown on the Declarations Page; and
 2. The spouse if a resident of the same household.
- B. **“We”**, **“Us”** and **“Our”** refer to the Company providing this insurance.
- C. **“Owner”** means any person who, with respect to a **Vehicle**:
1. Holds legal title to the **Vehicle**; or
 2. Has legal possession of the **Vehicle** that is subject to a written security agreement with an original term of six (6) months or more; or
 3. Has legal possession of the **Vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.
- D. **“Bodily Injury”** means bodily harm, sickness or disease, including death that results.
- E. **“Business”** includes trade, profession or occupation.
- F. **“Family Member”** or **“Relative”** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, including a ward, stepchild or foster child. Unmarried dependant children temporarily away from home will be considered residents if:
1. They are under the age of twenty-five (25) years; and
 2. They intend to continue to reside in **your** household.
- G. **“Occupying”** means in, upon, getting in, on, out or off.
- H. **“Property Damage”** means physical injury to, destruction of or **Loss** of use of tangible property.
- I. **“Trailer”** means a **Vehicle** designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a **Vehicle** listed in 1. or 2.
- J. **“Your Covered Auto”** means:
1. Any **Vehicle** shown on the Declarations Page.
 2. Any of the following types of **Vehicles** on the date **You** become the **Owner**:
 - a. A private passenger auto; or
 - b. A pickup or van that:
 - (1) Has a Gross **Vehicle** Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to **Your Business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
- This provision (J.2.) applies only if:
- a. **You** acquire the **Vehicle** during the policy period;
 - b. **You** ask **us** to insure it within 30 days after **you** become the **Owner**; and
 - c. With respect to a pickup or van, no other insurance policy provides coverage for that **Vehicle**.
- If the **Vehicle** **You** acquire replaces one shown on the Declarations Page, it will have the same coverage as the **Vehicle** it replaced. **You** must ask **us** to insure a replacement **Vehicle** within 30 days only if:
- a. **You** wish to add or continue Coverage for Damage to **Your** Auto; or
 - b. It is a pickup or van used in any **Business** other than farming or ranching.
- If the **Vehicle** **You** acquire is in addition to any shown on the Declarations Page, it will have the broadest coverage **we** now provide for any **Vehicle** shown on the Declarations Page.
3. Any **Trailer** **you** own.
 4. Any auto or **Trailer** **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:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction.

This provision (J.4.) does not apply to Coverage for Damage to **Your Covered Auto**.

- K. **“Accident”** means a sudden, unexpected, and unintended occurrence.
- L. **“Loss”** means a sudden, direct and accidental **Loss** or damage.
- M. **“Vehicle”** means a land motor **Vehicle**.
 - 1. Of the private passenger, pick-up body or sedan delivery type; or
 - 2. Designed for operation principally upon public roads; or
 - 3. With at least four (4) wheels; and
 - 4. With a gross **Vehicle** Weight of 10,000 pounds or less.
- N. **“Medically Necessary”** means that medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
 - 1. In accordance with generally accepted medical practice; and
 - 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.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. Subject to the limits of liability, if **you** pay a premium for Liability Coverage, **We** will pay damages for **Bodily Injury** or **Property Damage** for which any **Insured** becomes legally responsible because of an auto **Accident**. Damages include prejudgment interest awarded against the **Insured**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty is to settle or defend ends when **our** limit of liability under this Part has been exhausted. **We** have no duty to defend any suit or settle any claim for **Bodily Injury** or **Property Damage** not covered under this policy.
- B. **“Insured”** as used in this Part means:
 - 1. **You** or any **Family Member** or **Relative** for the Ownership, maintenance or use of any auto or **Trailer**.
 - 2. Any person using **Your Covered Auto**, with **Your** permission.
 - 3. For **Your Covered Auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person whom coverage is afforded under this Part.
 - 4. For any auto or **Trailer**, other than **Your Covered Auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of **You** or any **Family Member** or **Relative** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **Trailer**.

SUPPLEMENTARY PAYMENTS

In addition to **Our** limit of liability, **We** will pay on behalf of an **Insured**:

- 1. 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 personal damage covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit **We** defend. **We** have no duty to purchase bonds in an amount exceeding **Our** limits of liability for this coverage.
- 3. 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.
- 4. Up to \$50 a day for **Loss** of earnings, but not other income, because of attendance at hearings or trials at **Our** request.
- 5. Other reasonable expenses incurred at **Our** request.

EXCLUSIONS

- A. **We** do not provide Liability Coverage for any **Insured**:
 - 1. Who intentionally causes **Bodily Injury** or **Property Damage**.
 - 2. For **Property Damage** to property owned or being transported by that **Insured**.
 - 3. For **Property Damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that **Insured**.
This exclusion (A.3.) does not apply to **Property Damage** to a residence or private garage.
 - 4. For **Bodily Injury** to an employee of that **Insured** during that 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 **Insured’s** liability arising out of the Ownership or operation of a **Vehicle** while it is being used as a public or livery conveyance. 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;
 - b. Leasing;
 - c. Servicing;
 - d. Repairing;
 - e. Storing; or
 - f. Parking.

Vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the Ownership, maintenance or use of **Your Covered Auto** by:

 - a. **You**;
 - b. any **Family Member** or **Relative**; or
 - c. any partner, agent or employee **You** or any **Family Member** or **Relative**.
 7. Maintaining or using any **Vehicle** while that **Insured** is employed or otherwise engaged in any **Business** (other than farming or ranching) not described in exclusion A.6.
This exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. Private passenger auto;
 - b. Pickup or van that:
 - (1) **You** own; or
 - (2) **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;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction; or
 - c. **Trailer** used with a **Vehicle** described in a. or b. above.
 8. Using a **Vehicle** without a reasonable belief that the **Insured** is entitled to do so.
 9. For **Bodily Injury** or **Property Damage** for which that **Insured**:
 - 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
 - c. Nuclear Insurance Association of Canada.
 10. **Bodily Injury** to any **Named Insured** or **Family Member** or **Relative**.
 11. Regular **Business** use of **Your Covered Auto** for any **Insured** while employed or otherwise engaged in any **Business** pursuit, unless a premium charge for **Business** use is shown on the Declarations Page.
 12. **Bodily Injury** or **Property Damage** while operating or **Occupying Your Covered Auto** while used in the delivery of food, pizza, mail, newspapers, magazines, or packages for an employer or **Business**.
- B. **We do not provide Liability Coverage for the ownership, maintenance or use of:**
1. Any **Vehicle** which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

This exclusion (B.1.) does not apply:

 - a. While such **Vehicle** is being used by an **Insured** in a medical emergency; or
 - b. To any **Trailer**.
 2. Any **Vehicle**, other than **Your Covered Auto**, which is:
 - a. Owned by **You**; or
 - b. Furnished or available for **Your** regular use.
 3. Any **Vehicle**, other than **Your Covered Auto**, which is:
 - a. Owned by any **Family Member**; or
 - b. Furnished or available for the regular use of any **Family Member**.

However, this exclusion (B.3.) does not apply to **You** while **You** are maintaining or **Occupying** any **Vehicle** which is:

 - a. Owned by a **Family Member**; or
 - b. Furnished or available for the regular use of a **Family Member**.
 4. Any **Vehicle**, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

LIMITS OF LIABILITY

The limits of liability shown on the Declarations Page apply subject to the following:

- A. The **Bodily Injury** liability limit for each person is the maximum **We** will pay for all damages from **Bodily Injury** sustained by one person in any one **Accident**. **Bodily Injury** sustained by one person includes all injury, **Loss** and damage sustained

by others as a consequence. This is the maximum **We** will pay regardless of the number of **Vehicles** described in the declarations, **Insureds**, claims, claimants, policies, or **Vehicles** involved in the **Accident**.

- B. Subject to the **Bodily Injury** liability limit for each person, the **Bodily Injury** liability limit for each **Accident** is the maximum **We** will pay for **Bodily Injury** sustained by two or more persons in any one **Accident**. This is the maximum **We** will pay regardless of the number of **Vehicles** described in the declarations, **Insureds**, claims, claimants, policies, or **Vehicles** involved in the **Accident**.
- C. The **Property Damage** liability limit for each **Accident** is the maximum **We** will pay for all damages to all property in any one **Accident**. This is the maximum **We** will pay regardless of the number of **Vehicles** described in the declarations, **Insureds**, claims, claimants, policies, or **Vehicles** involved in the **Accident**.
- D. The limits of liability are not increased because more than one person or organization may be insured. A motor **Vehicle** and attached **Trailer** are one **Vehicle**. Therefore, the limits are not increased. When two or more motor **Vehicles** are insured under Coverage A the limits apply separately to each.
- E. All damages payable to a person under Coverage A shall be reduced by any payment, or any amount payable, to this person under Coverage C.
- F. No one will be entitled to receive duplicate payments for the same elements of **Loss** under this coverage and:
 - 1. Part B of this policy or any No-Fault endorsement hereto; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto **Accident** to which this policy 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:
 - 1. A financial responsibility or similar law specifying limits of liability for **Bodily Injury** or **Property Damage** higher than the limit of liability shown on the Declarations Page, **Your** policy will provide the higher specified limit.
 - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a **Vehicle** in that state or province, **Your** policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of **Loss**.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance **We** will pay only **Our** share of the **Loss**. **Our** share is the proportion that **Our** limit of liability bears to the total of all applicable limits. Any insurance **We** provide for a **Vehicle** **You** do not own shall be excess over any other collectible insurance.

However, **We** will provide primary insurance for a **Vehicle** **You** do not own if:

- 1. The **Vehicle** is leased by **You** under a written rental or lease agreement for a period of less than six (6) months; and
- 2. The face of the rental or lease agreement contains in at least 10-point type the language required by Florida Statute section 627.7263, the following language:

The valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of Liability Coverage and personal injury protection coverage required by Florida Statute sections 324.021(7) and 627.736.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. Subject to the limits of liability, if **You** pay a premium for Medical Payments Coverage, **We** will pay reasonable expenses incurred for necessary and related medical services because of **Bodily Injury**:
 - 1. Caused by **Accident**; and
 - 2. Sustained by an **Insured**.

We will pay only those expenses incurred for services rendered within 3 years from the date of the **Accident**.
- B. **“Insured”** as used in this Part means:
 - 1. **You** or any **Family Member**:
 - A. While **Occupying**; or
 - B. As a pedestrian when struck by;
A motor **Vehicle** designed for use mainly on public roads or a **Trailer** of any type.
 - 2. Any other person while **Occupying Your Covered Auto**.

EXCLUSIONS

We do not provide Medical Payments Coverage for any **Insured** 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 as a public or livery conveyance. This exclusion (B.) does not apply to a share-the-expense car pool.
- C. Sustained while **Occupying** any **Vehicle** located for use as a residence or premises.
- D. Occurring during the course of employment if workers' compensation benefits are required or available 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.
- F. Sustained while **Occupying**, or when struck by, any **Vehicle** (other than **Your Covered Auto**) which is:
 - 1. Owned by any **Family Member**; or
 - 2. Furnished or available for the regular use of any **Family Member**.However, this exclusion (F.) does not apply to **You**.
- G. Sustained while **Occupying** a **Vehicle** without a reasonable belief that that **Insured** is entitled to do so.
- H. Sustained while **Occupying** a **Vehicle** when it is being used in the **Business** of an **Insured**. This exclusion (H.) does not apply to **Bodily Injury** sustained while **Occupying** a:
 - 1. Private passenger auto;
 - 2. Pickup or van that **You** own; or
 - 3. **Trailer** used with a **Vehicle** described in 1. or 2. above.
- 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; or
 - 5. Rebellion or revolution.
- 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. Sustained while **Occupying** any **Vehicle** located inside a facility designed for racing, for the purpose of:
 - 1. Competing in; or
 - 2. Practicing or preparing for;a prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown on the Declarations Page 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. **Insureds**;
 - 2. Claims made;
 - 3. **Vehicles** or premiums shown on the Declarations Page;
 - 4. **Vehicles** involved in the **Accident**;
 - 5. Lawsuits.
- B. No one will be entitled to receive duplicate payments for the same elements of **Loss** under this coverage and:
 - 1. Part A of this policy;
 - 2. No-fault coverage; or
 - 3. Any Underinsured Motorist Coverage provided by this policy.
- C. Medical Payments Coverage will not be available to pay any deductible shown on the Declarations Page for Personal Injury Protection Coverage under this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, **We** will pay only **Our** share of the **Loss**. **Our** share is the proportion that **Our** limit of liability bears to the total of all applicable limits. However, any insurance **We** provide with respect to a **Vehicle You** do not own shall be excess over any other collectible auto insurance providing payments for medical expenses.

PART C – I UNINSURED MOTORIST COVERAGE – FLORIDA (STACKED)

If **You** elected Stacked Uninsured Motorist Coverage, the following provisions apply:

INSURING AGREEMENT

A. Subject to the limits of coverage, if **You** pay a premium for Uninsured Motorist Coverage – Florida (Stacked), **We** will pay compensatory damages which an **Insured** is legally entitled to recover from the **Owner** or operator of an **Uninsured Motor Vehicle** because of **Bodily Injury**:

1. Sustained by an **Insured**; and
2. Caused by an **Accident**.

The **Owner's** or operator's liability for these damages must arise out of the ownership, maintenance, or use of the **Uninsured Motor Vehicle**.

Any judgment for damages arising out of a suit brought without **Our** written consent is not binding on **Us**. **We** will not pay until the total of all **Bodily Injury** Liability Insurance available has been exhausted by payments of judgments or settlements.

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

1. **You** or any **Family Member**;
2. Any other person **Occupying Your Covered Auto**; or
3. Any person for damages that person is entitled to recover because of **Bodily Injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. "**Uninsured Motor Vehicle**" as used in this Part means a land motor **Vehicle** or **Trailer** of any type:

1. To which no **Bodily Injury** liability bond or policy applies at the time of the **Accident**;
2. To which a **Bodily Injury** liability bond or policy applies at the time of the **Accident** but the amount paid for **Bodily Injury** under that bond or policy to an **Insured** is not enough to pay the full amount the **Insured** is legally entitled to recover as damages;
3. Which is a hit-and-run **Vehicle** whose operator or **Owner** cannot be identified and which hits or which causes an **Accident** resulting in **Bodily Injury** without hitting:
 - a. **You** or any **Family Member**;
 - b. A **Vehicle** which **You** or any **Family Member** are **Occupying**; or
 - c. **Your Covered Auto**.

If there is no physical contact with the hit-and-run **Vehicle**, the facts of the **Accident** must be reported by the **Insured** or someone on the **Insured's** behalf to the police or civil authority within 24 hours, or as soon as practical. Statements setting forth **Accident** facts and the claims against the unidentified person must also be provided to **Us**. The facts of the **Accident** must be proved with competent evidence, including but no limited to, the testimony or information from persons not making any claims under this policy; or

4. To which a **Bodily Injury** liability bond or policy applies at the time of the **Accident** but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **Uninsured Motor Vehicle** does not include any **Vehicle** or equipment:

1. Owned by or furnished or available for the regular use of **You** or any **Family Member** unless it is **Your Covered Auto** to which Part A of the policy applies and Liability Coverage is excluded for any person other than **You** or any **Family Member** for damages sustained in the **Accident** by **You** or any **Family Member**;
2. Owned by any governmental unit or agency;
3. Operated on rails or crawler treads;
4. Designed mainly for use off public roads while not on public roads;
5. While located for use as a residence or premises; or
6. Not required to be registered as a motor **Vehicle**.

EXCLUSIONS

A. **We** do not provide Uninsured Motorists coverage for **Bodily Injury** sustained by any **Insured**:

1. If that **Insured** or the legal representative settles the **Bodily Injury** claim without **Our** consent. However, this exclusion (A.1.) does not apply if such settlement does not prejudice **Our** right to recover payment.
2. While **Occupying Your Covered Auto** when it is being used as public or livery conveyance. This exclusion (A.2.) does not apply to a share-the-expense car pool.
3. Using a **Vehicle** without express or implied permission of the **Owner**.
4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the **Bodily Injury** consists in whole or in part of:
 - a. Significant and permanent **Loss** of an important bodily function;
 - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant or permanent scarring or disfigurement; or
 - d. Death.

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

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

- C. We do not provide Uninsured Motorist Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

Our maximum limit of liability for all damages, including damages for care, **Loss** of services or death, arising out of **Bodily Injury** sustained by any one person in any one **Accident** is the sum of the limits of liability shown in the Schedule or on the Declarations Page for each person. Subject to this limit for each person, **Our** maximum limit of liability for all damages arising out of **Bodily Injury** resulting from any one **Accident** is the sum of the limits of liability shown in the Schedule or on the Declarations Page for each **Accident**.

This is the most **We** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. **Vehicles** or premiums shown in the Schedule or on the Declarations Page; or
4. **Vehicles** involved in the **Accident**; or
5. Lawsuits.

However, no one will be entitled to receive duplicate payments for the same elements of **Loss** as a result of the application of this provision.

- A. No one will be entitled to receive duplicate payments for the same elements of **Loss** under this coverage and:
 1. Part A of this policy;
 2. No-fault coverage; or
 3. Automobile Medical Payments Coverage.
- B. **We** will not make a duplicate payment under this coverage for any element of **Loss** for which payment had been made by or on behalf of persons or organizations who may be legally responsible.
- C. **We** will not pay for any element of **Loss** if a person is entitled to receive payment for the same element of **Loss** under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable similar insurance **We** will pay only **Our** share of the **Loss**. **Our** share is the proportion that **Our** limit of liability bears to the total of all applicable limits. However, any insurance **We** provide with respect to a **Vehicle You** do not own shall be excess over any other collectible insurance.

ARBITRATION

- A. If **We** and an **Insured** do not agree:
 1. Whether that **Insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **Insured**;from the **Owner** or operator of an **Uninsured Motor Vehicle** then the matter may be:
 1. Mediated, in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from **Bodily Injury** are for \$10,000 or less; or
 2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.If either party demands mediation, the mediation must be completed before arbitration can occur.
- B. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- C. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the **Insured** lives. Florida Rules of Procedure and Evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the **Insured** is legally entitled to recover damages; and, if so
 2. The amount of damages.

FLORIDA ARBITRATION CODE

If **We** and an **Insured** agree to arbitration, the Florida Arbitration Code will not apply.

ADDITIONAL DUTIES

A person seeking Uninsured Motorists coverage under Section 2. of the definition of **Uninsured Motor Vehicle** must also promptly:

- A. Send **Us** copies of the legal papers if a suit is brought; and
- B. Notify **Us** in writing by certified or registered mail of a tentative settlement between the **Insured** and the insurer of the **Uninsured Motor Vehicle** and allow **Us** 30 days to advance payment to that **Insured** in an amount equal to the tentative settlement to preserve **Our** rights against the insurer, **Owner**, or operator of such **Uninsured Motor Vehicle**.

AMENDMENT OF POLICY PART F – GENERAL PROVISIONS

If **You** elected Stacked Uninsured Motorist Coverage, Policy Part F is amended as follows:

- A. The following is added to **Our** Right to Recover Payment provision:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A. with respect to coverage under Section 2. of the definition of **Uninsured Motor Vehicle** if **We**:

1. Have been given prompt written notice of a tentative settlement between an **Insured** and the insurer of an **Uninsured Motor Vehicle**; and
3. Fail to advance payment to the **Insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

1. That payment will be separate from any amount the **Insured** is entitled to recover under the provisions of Uninsured Motorist Coverage; and
2. **We** also have a right to recover advance payment.

- B. The following is added to the Two or More auto Policies provision:

TWO OR MORE AUTO POLICIEES

1. This provision does not apply to Uninsured Motorist Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of **Loss** under Uninsured Motorist Coverage.

PART C – II UNINSURED MOTORIST COVERAGE – FLORIDA (NON-STACKED)

If **You** elected Non-Stacked Uninsured Motorist Coverage, the following provisions apply:

INSURING AGREEMENT

- A. Subject to the limits of coverage, if **You** pay a premium for Uninsured Motorist Coverage – Florida (Non-stacked), **We** will pay compensatory damages which an **Insured** is legally entitled to recover from the **Owner** or operator of an **Uninsured Motor Vehicle** because of **Bodily Injury**:

1. Sustained by an **Insured**; and
2. Caused by an **Accident**.

The **Owner's** or operator's liability for these damages must arise out of the Ownership, maintenance, or use of the **Uninsured Motor Vehicle**.

Any judgment for damages arising out of a suit brought without **Our** written consent is not binding on **Us**. **We** will not pay until the total of all **Bodily Injury** Liability Insurance available has been exhausted by payment of judgments or settlements.

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

1. **You** or any **Family Member**;
2. Any other person **Occupying Your Covered Auto**; or
3. Any person for damages that person is entitled to recover because of **Bodily Injury** to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "**Uninsured Motor Vehicle**" as used in this Part means a land motor **Vehicle** or **Trailer** of any type:

1. To which no **Bodily Injury** liability bond or policy applies at the time of the **Accident**;
2. To which a **Bodily Injury** liability bond or policy applies at the time of the **Accident** but the amount paid for **Bodily Injury** under that bond or policy to an **Insured** is not enough to pay the full amount the **Insured** is legally entitled to recover as damages;
3. Which is a hit-and-run **Vehicle** whose operator or **Owner** cannot be identified and which hits or which causes an **Accident** resulting in **Bodily Injury** without hitting:
 - a. **You** or any **Family Member**;
 - b. A **Vehicle** which **You** or any **Family Member** are **Occupying**; or
 - c. **Your Covered Auto**.

If there is no physical contact with the hit-and-run **Vehicle**, the facts of the **Accident** must be reported by the **Insured** or someone on the **Insured's** behalf to the police or civil authority within 24 hours, or as soon as practical. Statements setting forth **Accident** facts and the claims against the unidentified person must also be provided to **Us**. The facts of the **Accident** must be proved with competent evidence, including but no limited to, the testimony or information from persons not making any claims under this policy; or

4. To which a **Bodily Injury** liability bond or policy applies at the time of the **Accident** but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **Uninsured Motor Vehicle** does not include any **Vehicle** or equipment:

1. Owned by or furnished or available for the regular use of **You** or any **Family Member** unless it is **Your Covered Auto** to which Part A of the policy applies and Liability Coverage is excluded for any person other than **You** or any **Family Member** for damages sustained in the **Accident** by **You** or any **Family Member**;
2. Owned by any governmental unit or agency;
3. Operated on rails or crawler treads;
4. Designed mainly for use off public roads while not on public roads;
5. While located for use as a residence or premises; or
6. Not required to be registered as a motor **Vehicle**.

EXCLUSIONS

- A. We do not provide Uninsured Motorist Coverage for **Bodily Injury** sustained:
 1. By an **Insured** while **Occupying** any motor **Vehicle** owned by that **Insured** which is not insured for this coverage under this policy. This includes a **Trailer** of any type used with that **Vehicle**.
 2. By any **Family Member** while **Occupying** any motor **Vehicle** **You** own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorist coverage for **Bodily Injury** sustained by any **Insured**:
 1. If that **Insured** or the legal representative settles the **Bodily Injury** claim without **Our** consent. However, this exclusion (B.1.) does not apply if such settlement does not prejudice **Our** right to recover payment;
 2. While **Occupying Your Covered Auto** when it is being used as public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool;
 3. Using a **Vehicle** without express or implied permission of the **Owner**; or
 4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the **Bodily Injury** consists in whole or in part of:
 - a. Significant and permanent **Loss** of an important bodily function;
 - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant or permanent scarring or disfigurement; or
 - d. Death.
- C. This Uninsured Motor Vehicle Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorist Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. When the **Insured** is **Occupying Your Covered Auto** at the time of the **Accident**:
 1. The limit of liability for Uninsured Motorist Coverage stated in the Schedule or on the Declarations Page for each person applicable to that **Your Covered Auto** is **Our** maximum limit of liability for all damages, including damages for care, **Loss** of services or death, arising out of **Bodily Injury** sustained by any one person in that **Accident**; and
 2. Subject to this limit for each person, the limit of liability for Uninsured Motorist Coverage stated in the Schedule or in the Declarations for each **Accident** applicable to that **Your Covered Auto** is **Our** maximum limit of liability for all damages for **Bodily Injury** resulting from that **Accident**.
- B. When the **Insured** is not **Occupying Your Covered Auto** at the time of the **Accident**:
 1. The highest limit of liability for Uninsured Motorists Coverage stated in the Schedule or in the Declarations for each person applicable to any of **Your Covered Autos** is **Our** maximum limit of liability for all damages, including damages for care, **Loss** or services or death, arising out of **Bodily Injury** sustained by any one person in that **Accident**; and
 2. Subject to this limit for each person, the highest limit of liability for Uninsured Motorist Coverage stated in the Schedule or in the Declarations for each **Accident** applicable to any of **Your Covered Autos** in **Our** maximum limit of liability for all damages for **Bodily Injury** resulting from that **Accident**.

This is the most **We** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. **Vehicles** or premiums shown in the Schedule or on the Declarations Page; or
4. **Vehicles** involved in the **Accident**;
5. Lawsuits.

- C. No one will be entitled to receive duplicate payments for the same elements of **Loss** under this Uninsured Motorist Coverage and:
 - 1. Part A of this policy;
 - 2. No-fault coverage; or
 - 3. Automobile Medical Payments Coverage.
- D. **We** will not make a duplicate payment under this coverage for any element of **Loss** for which payment had been made by or on behalf of persons or organizations who may be legally responsible.
- E. **We** will not pay for any element of **Loss** if a person is entitled to receive payment for the same element of **Loss** under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable similar insurance available under this policy or any other policy:

- A. Any recovery for damages sustained by **You** or any **Family Member**:
 - 1. While **Occupying a Vehicle** owned by **You** or any **Family Member** may equal, but not exceed, the limit of liability for Uninsured Motorist Coverage applicable to that **Vehicle**;
 - 2. While **Occupying a Vehicle** not owned by **You** or any **Family Member** may equal, but not exceed, the sum of:
 - (a) The limit of liability for Uninsured Motorist Coverage applicable to the **Vehicle You** or any **Family Member** were **Occupying** at the time of the **Accident**;
 - (b) The highest limit of liability for Uninsured Motorist Coverage applicable to any one **Vehicle** under any one policy affording coverage to **You** or any **Family Member**;
 - 3. While not **Occupying any Vehicle** may equal, but not exceed, the highest limit of liability for Uninsured Motorist Coverage applicable to any one **Vehicle** under any one policy affording coverage to **You** or any **Family Member**.
- B. Any insurance **We** provide with respect to a **Vehicle You** do not own will be excess over any other collectible insurance.
- 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.

ARBITRATION

- A. If **We** and an **Insured** do not agree:
 - 1. Whether that **Insured** is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that **Insured**;
 from the **Owner** or operator of an **Uninsured Motor Vehicle** then the matter may be:
 - 1. Mediated, in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from **Bodily Injury** are for \$10,000 or less; or
 - 2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
 If either party demands mediation, the mediation must be completed before arbitration can occur.
- B. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the **Insured** lives. Florida Rules of Procedure and Evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the **Insured** is legally entitled to recover damages; and, if so
 - 2. The amount of damages.

FLORIDA ARBITRATION CODE

If **We** and an **Insured** agree to arbitration, the Florida Arbitration Code will not apply.

ADDITIONAL DUTIES

A person seeking Uninsured Motorist Coverage under Section 2. of the definition of **Uninsured Motor Vehicle** must also promptly:

- A. Send **Us** copies of the legal papers if a suit is brought; and
- B. Notify **Us** in writing by certified or registered mail of a tentative settlement between the **Insured** and the insurer of the **Uninsured Motor Vehicle** and allow **Us** 30 days to advance payment to that **Insured** in an amount equal to the tentative settlement to preserve **Our** rights against the insurer, **Owner** or operator of such **Uninsured Motor Vehicle**.

AMENDMENT OF POLICY PART F – GENERAL PROVISIONS

If **You** elected Non-Stacked Uninsured Motorist Coverage, Policy Part F is amended as follows:

The following is added to **Our** Rights to Recover Payment provision:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A. with respect to coverage under Section 2. of the definition of **Uninsured Motor Vehicle** if **We**:

1. Have been given prompt written notice of a tentative settlement between an **Insured** and the insurer of an **Uninsured Motor Vehicle**; and
2. Fail to advance payment to the **Insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If **We** advance payment to the **Insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the **Insured** is entitled to recover under the provisions of Uninsured Motorist Coverage; and
2. **We** also have a right to recover advance payment.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

- A. Subject to the limits of liability, if **You** pay a premium for Coverage for Damage to **Your** Auto, **We** will pay for direct and accidental **Loss** to **Your Covered Auto**, including its equipment, minus any applicable deductible shown on the Declarations Page. If **Loss** to more than one **Your Covered Auto** or **Non-owned Auto** results from the same collision, only the highest applicable deductible will apply. **We** will pay for **Loss** to **Your Covered Auto** caused by:

1. Other than **Collision** only if the Declarations indicate that Other than **Collision** Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a **Loss** to a **Non-owned Auto** **We** will provide the broadest coverage applicable to any **Your Covered Auto** shown on the Declarations Page.

- B. “**Collision**” means the upset or **Loss** of **Your Covered Auto** or a **Non-owned Auto** or their impact with another **Vehicle** or object.

Loss caused by the following is considered other than collision:

1. Missiles or falling objects;
2. Fire;
3. Theft or Larceny;
4. Explosion or earthquake;
5. Windstorm or lightning;
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.

If breakage of glass is caused by a **Collision**, **You** may elect to have it considered a **Loss** caused by **Collision**.

- C. “**Non-owned Auto**” means:

1. Any private passenger auto, pickup, van or **Trailer** not owned by or furnished or available for the regular use of **You** or any **Family Member** while in the custody of or being operated by **You** or any **Family Member**; or
2. 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;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction.

RENTAL CAR BENEFITS

If **You** pay a premium for Rental Car Benefits or if **Your Covered Auto** is stolen, in addition, **We** will pay, subject to the application of the deductible, up to \$10 per day, to a maximum of \$300, for:

- A. Temporary transportation expenses incurred by **You** in the event of a **Loss** to **Your Covered Auto**. **We** will pay for such expenses if the **Loss** is caused by:

1. Other than **Collision** only if the Declarations indicate that other than **Collision** coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that **Collision** coverage is provided for that auto.

- B. Loss of use expenses for which **You** become legally responsible in the event of **Loss** to a **Non-owned Auto**. **We** will pay for **Loss** of use expenses if the **Loss** is caused by:

1. Other than **Collision** only if the Declarations indicate that other than **Collision** coverage is provided for any **Your Covered Auto**.
2. **Collision** only if the Declarations indicate that **Collision** coverage is provided for any **Your Covered Auto**.

If the **Loss** is caused by total theft of **Your Covered Auto** or a **Non-owned Auto**, **We** will pay only expenses incurred during the period

1. Beginning 48 hours after the theft; and
2. Ending when **Your Covered Auto** or the **Non-owned Auto** is returned to use or **We** pay for its **Loss**.

If the **Loss** is caused by other than theft of **Your Covered Auto** or a **Non-owned Auto**, **We** will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace **Your Covered Auto** or the **Non-owned Auto**.

You must provide **Us** with written proof of **Your** rental charges.

TOWING AND LABOR

Provided the breakdown does not occur at **Your** residence **We** will pay the fair cost **You** incur up to the limit shown on the Declarations Page for **Your Covered Auto** for:

- A. Mechanical labor at the place of its breakdown;
- B. Towing to the nearest place where the necessary repairs can be made during regular **Business** hours if it will not run; or
- C. Towing it out if it is stuck on or immediately next to a public highway and it can run.

EXCLUSIONS

We will not pay for:

- A. **Loss to Your Covered Auto** or any **Non-owned Auto** which occurs while it is being used as a public or livery conveyance. This exclusion (A.) does not apply to a share-the-expense car pool.
- B. Damage due and confined to:
 - 1. Wear and tear;
 - 2. Freezing;
 - 3. Mechanical or electrical breakdown or failure; or
 - 4. Road damage to tires.This exclusion (B.) does not apply if the damage results from the total theft of **Your Covered Auto** or any **Non-owned Auto**.
- C. **Loss** due to or as a consequence of:
 - 1. Radioactive contamination;
 - 2. Discharge of a nuclear weapon (even if accidental);
 - 3. War (declared or undeclared)
 - 4. Civil war;
 - 5. Insurrection; or
 - 6. Rebellion or revolution.
- D. **Loss** to:
 - 1. Any electronic equipment designed for the reproduction of sound, including, but not limited to:
 - (a) Radios and stereos;
 - (b) Tape decks; or
 - (c) Compact disc players;
 - 2. Any other electronic equipment that receives or transmits audio, visual or data signals, including, but not limited to:
 - (a) Citizens band radios;
 - (b) Telephones;
 - (c) Two-way mobile radios;
 - (d) Scanning monitor receivers;
 - (e) Television monitor receivers;
 - (f) Video cassette recorders;
 - (g) Audio cassette recorders; or
 - (h) Personal computers;
 - 3. Tapes, records, discs, or other media used with equipment described in 1.(a),(b.), or (c.); or
 - 4. Any other accessories used with equipment described in 1.(a.), (b.), or (c.)This exclusion (4.) does not apply to:
 - a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
 - (1) The equipment is permanently installed in **Your Covered Auto** or any **Non-owned Auto**; or
 - (2) The equipment is:
 - (a) Removable from a housing unit which is permanently installed in the auto;
 - (b) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (c) In or upon **Your Covered Auto** or any **Non-owned Auto**;at the time of the **Loss**.
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in paragraph a. above and permanently installed in the opening of the dash or console of **Your Covered Auto** or any **Non-owned Auto** normally used by the manufacturer for installation of a radio.
- E. A total **Loss** to **Your Covered Auto** or any **Non-owned Auto** due to destruction or confiscation by governmental or civil authorities.

This exclusion (E.) does not apply to the interests of **Loss** Payees in **Your Covered Auto**.

- F. **Loss** to a camper body or **Trailer You** own which is not shown on the Declarations Page. This exclusion (F.) does not apply to a camper body or **Trailer You**:
1. Acquire during the policy period; and
 2. Ask **Us** to insure within 30 days after **You** become the **Owner**.
- G. **Loss** to any **Non-owned Auto** when used by **You** or any **Family Member** without express or implied permission of the **Owner**.
- H. **Loss** to:
1. Awnings or cabanas; or
 2. Equipment designed to create additional living facilities.
- I. **Loss** to equipment designed or used for the detection or location of radar or laser.
- J. **Loss** to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
1. Special carpeting and insulation, furniture or bars;
 2. Facilities for cooking and sleeping;
 3. Height-extending roofs; or
 4. Custom murals, paintings or other decals or graphics.
- K. **Loss** to any **Non-owned Auto** being maintained or used by any person while employed or otherwise engaged in the **Business** of:
- | | |
|---------------|----------------|
| 1. Selling; | 4. Servicing; |
| 2. Leasing; | 5. Storing; or |
| 3. Repairing; | 6. Parking |
- Vehicles** designed for use on public highways. This includes road testing and delivery.
- L. **Loss** to any **Non-owned Auto** being maintained or used by any person while employed or otherwise engaged in any **Business** not described in exclusion K. This exclusion (L.) does not apply to the maintenance or use by **You** or any **Family Member** of a **Non-owned Auto** which is a private passenger auto or **Trailer**.
- M. **Loss** to **Your Covered Auto** or any **Non-owned Auto**, located inside a facility designed for racing, for the purpose of:
1. Competing in; or
 2. Practicing or preparing for;
- any prearranged or organized racing or speed contest.
- N. **Loss** to, or loss of use of, a **Non-owned Auto** rented by:
1. **You**; or
 2. Any **Family Member**;
- if a rental **Vehicle** company is precluded from recovering such **Loss** or loss of use, from **You** or that **Family Member**, pursuant to the provisions of any applicable rental agreement or state law.
- O. **Loss** caused by an intentional act by **You** or a **Relative** or **Family Member** or at the direction of **You** or a **Relative** or **Family Member**.
- P. **We** do not cover **Loss** for custom options, including but not limited to, equipment, furnishings or finishings, including but not limited to, paint, if those options have not been previously reported to **Us**.
- Q. Diminution of Value.

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;
 2. Amount necessary to repair or replace the property with other property of like kind and quality.
- However, the most **We** will pay for the **Loss** to any **Non-owned Auto** which is a **Trailer** is \$500.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total **Loss**.
- C. If a repair or replacement results in better than like kind or quality, **We** will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for **Loss** in money or repair or replace the damaged or stolen property. **We** may, at **Our** expense, return any stolen property to:

- 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.

If **We** pay for **Loss** in money, **Our** payment will include the applicable sales tax for the damaged or stolen property.

FULL WINDSHIELD COVERAGE

The first paragraph of the Insuring Agreement in Part D is amended by the addition of the following:

We will pay under other than **Collision** coverage for the cost of repairing or replacing the damaged windshield on **Your Covered Auto** without a deductible.

We will pay only if the Declarations indicates that other than **Collision** coverage applies.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover 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** shall be excess over any other collectible source of recovery including, but not limited to:

- A. Any coverage provided by the **Owner** of the **Non-owned Auto**;
- B. Any other applicable physical damage insurance;
- C. Any other source of recovery applicable to the **Loss**.

APPRAISAL

- A. If **We** and **You** do not agree on the amount of **Loss**, either may demand an appraisal of the **Loss**. Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in Part F of the policy. The mediation must be completed before a demand for appraisal can be made.
- B. In the event of a demand for appraisal, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of **Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- C. We do not waive any of **Our** rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. We must be notified of any **Accident** or **Loss** within twenty-four (24) hours, or as soon as practical of how, when and where the **Loss** happened. Notice should include the names and addresses of any injured persons and of any witnesses; and the license plate numbers of the **Vehicles** involved. This notice also includes hit-and-run **Accidents**, whether damage is caused or not, and theft or vandalism.
- B. A person seeking any coverage must:
 1. Cooperate with **Us** in the investigation, settlement or defense of any claim or suit.
 2. Promptly send **Us** copies of any notices of legal papers received in connection with the **Accident** or **Loss**.
 3. Submit, as often as **We** reasonably require;
 - a. To physical exams by physicians **We** select. **We** will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize **Us** to obtain at **Our** sole discretion either directly or through a third party vendor of **Our** choice:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of **Loss** when required by **Us**.
- C. If a health care provider (i.e. hospital, physician, clinic, diagnostic testing company, etc.) or a provider of medical or diagnostic testing services and/or supplier has accepted an assignment of benefits (or similar document) and are seeking Personal Injury Protection coverage they must:
 1. Promptly give **Us** written proof of claim, under oath if required. Some proof shall include:
 - a. Full details of the nature and extent of the injuries, examinations, diagnosis, and recommendations; and
 - b. All medical records detailing the nature and extent of the injuries, examinations, therapy, diagnosis, recommendations; and
 - c. Any other information which may assist **Us** in determining the amounts due and payable.
 2. Provide a recorded statement, if requested, as often as **We** reasonably request;
 3. Provide a sworn statement, if requested, as often as **We** reasonably request and sign same;
 4. Submit as often as **We** reasonably request to examinations under oath.
- D. A person seeking Uninsured Motorist Coverage must also:
 1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send **Us** copies of the legal papers if a suit is brought.
- E. A person seeking Coverage for Damage To **Your Covered Auto** must also:
 1. Take reasonable steps after **Loss** to protect **Your Covered Auto** or any **Non-owned Auto** and their equipment from further **Loss**. **We** will pay reasonable expenses incurred to do this.

2. Promptly notify the police if **Your Covered Auto** or any **Non-owned Auto** is stolen.
3. Permit **Us** to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve **Us** of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between **You** and **Us**. Its terms may not be changed or waived except by endorsement issued by **Us**.
- B. If there is a change to the information used to develop the policy premium, **We** may adjust **Your** premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured **Vehicles**;
 2. Operators using insured **Vehicles**;
 3. The place of principal garaging of insured **Vehicles**;
 4. Coverage, deductible or limits.

If a change resulting from Section A. or B. above requires a premium adjustment, **We** will make the premium adjustment in accordance with **Our** manual rules.

- C. If **We** make a change which broadens coverage under this edition of **Your** policy without additional premium charge, that change will automatically apply to **Your** policy as of the date **We** implement the change in **Your** state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through the introduction of:
 1. A subsequent edition of **Your** policy; or
 2. An Amendatory Endorsement.
- D. The premium for each **Vehicle** is based upon information **We** received from **You** or other sources. **You** agree to cooperate with **Us** in determining if this information is correct, and **You** will notify **Us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **We** may adjust **Your** premium during the policy period, or take other appropriate action.
To properly insure **Your Vehicle**, **You** must promptly notify **Us** when:
 1. **You** change **Your** address;
 2. Any resident operators are added or deleted; and
 3. **You** acquire an additional or replacement **Vehicle**

FRAUD

We do not provide coverage for any **Insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with any **Accident** or **Loss** for which coverage is sought under this policy. If an **Insured** makes fraudulent statements or engages in fraudulent conduct in connection with any type of coverage sought under this policy, all coverage under the policy is voided.

We do not provide coverage for any health care provider (i.e. hospital, clinic, physician, diagnostic testing company, etc.) who has made fraudulent statements, submitted fraudulent medical records or bills and/or who has engaged in fraudulent conduct in connection with any **Accident** or **Loss** for which coverage is sought under this policy. If a health care provider has made fraudulent statements, submitted fraudulent medical records or bills and/or has engaged in fraudulent conduct in connection with any **Accident** or **Loss** for which coverage is sought under this policy, all coverage under this policy is voided. Furthermore, if any portion of the claim submitted is fraudulent, the entire claim shall be deemed to be fraudulent.

MISREPRESENTATION

This policy was issued in reliance on the information provided on **Your** insurance application. **We** may void coverage under this policy if **You** or any **Insured** person have made incorrect statements or representations to **Us** with regard to any material fact or circumstance, or concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct whether at the time application was made, at any renewal of the policy, or at any time during the policy period. This applies whether or not any such incorrect statement or representation bears any relation to a **Loss** or claim.

We may void this policy or deny coverage for any **Accident** or **Loss** for concealing or misrepresenting any material fact or circumstance, in connection with the presentation or settlement of any claim.

We may void this policy for fraud or misrepresentation even after the occurrence of an **Accident** or **Loss**. This means that **We** will not be liable for any claims or damages which would otherwise be covered.

LEGAL ACTION AGAINST US

- A. No legal action may be brought **Us** until there has been full compliance with all terms of this policy. In addition, under Part A, no legal action may be brought against **Us** until:
 - 1. **We** agree in writing that the **Insured** has an obligation to pay; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring **Us** into any action to determine the liability of an **Insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If **We** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another **We** shall be subrogated to that right. That person shall 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, against any person using **Your Covered Auto** with a reasonable belief that that person is entitled to do so.
- B. If **We** make 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.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to **Accidents** and **Losses** which occur:
 - 1. During the policy period as shown on the Declarations Page; and
 - 2. Within the policy territory.
- B. The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.This policy also applies to **Loss** to, or **Accidents** involving, **Your Covered Auto** while being transported between their ports.

TERMINATION / CANCELLATION

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

- A. The **Named Insured** shown on the Declarations Page may cancel by:
 - 1. Returning this policy to **Us**; or
 - 2. Giving **Us** advance written notice of the date of cancellation is to take effect.
- B. The **Named Insured**:
 - 1. May not cancel this policy, if this policy provides Personal Injury Protection Coverage, Property Damage Liability Coverage, or both, during the first 60 days immediately following the date of issuance or renewal unless:
 - (a) **Your Covered Auto** has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - (b) The **Named Insured** transfers Ownership of **Your Covered Auto**; or
 - (c) The **Named Insured** obtains other insurance on **Your Covered Auto**; or
 - (d) The **Named Insured** is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.
 - 2. May cancel for any reason after this policy is in effect for 60 days.
- C. If this is a new policy, **We** will not cancel for nonpayment of premium during the first 60 days following the date of issuance. However, **We** may cancel if a check used to pay **Us** is dishonored for any reason.
- D. After this policy is in effect for 60 days, **We** will cancel only:
 - 1. For nonpayment of premium; or
 - 2. If **Your** driver's license or that of:
 - (a) Any driver who lives with **You**; or
 - (b) Any driver who customarily uses **Your Covered Auto**;has been suspended or revoked. This must have occurred during:
 - (a) The policy period; or
 - (b) the 180 days immediately preceding the original effective date of the policy; or
 - 3. If the policy was obtained through material misrepresentation or fraud.
- E. Except as provided in Section 6, **We** may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the **Named Insured** shown on the Declarations Page at the address shown in the policy:
 - 1. At least 10 days notice if cancellation is for nonpayment of premium; or
 - 2. At least 45 days notice in all other cases.

- F. In the event **We** determine that **You** have been charged an incorrect premium for coverage requested in **Your** application for insurance, **We** shall immediately mail **You** notice of any additional premium due **Us**. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), **You** fail to either:
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 canceled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

NONRENEWAL

If **We** decide not to renew or continue this policy **We** will mail advance notice to the **Named Insured** shown on the Declarations Page at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Post Office proof of mailing.

If the policy period is:

1. Less than 6 months, **We** will have the right to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, **We** will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

- A. **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:
1. Two such traffic violations within an 18 month period;
 2. Three or more such traffic violations within a 36 month period; or
 3. Exceeding the lawful speed limit by more than 15 miles per hour; or
- B. **You** have had an **Accident**. However, **We** may refuse to renew or continue this policy if, at the time of nonrenewal, **You** have had two or more at-fault **Accidents**, or three or more **Accidents** regardless of fault, within the current 3-year period.

AUTOMATIC TERMINATION

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

If **You** obtain other insurance on **Your Covered Auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

OTHER TERMINATION PROVISIONS

- A. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- B. If this policy is canceled, **You** may be entitled to a premium refund. If so, **We** will send **You** the refund. The premium refund, if any, will be computed according to **Our** manuals. However, making or offering to make the refund is not a condition of cancellation.
- C. The effective date of cancellation stated in the notice shall become the end of the policy period.

MEDIATION

In any claim filed with **Us** for:

- A. **Loss** resulting from **Bodily Injury** in an amount of \$10,000 or less;
- B. **Property Damage**; or
- C. **Loss to Your Covered Auto** or any **Non-owned Auto**;

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

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

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

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

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

1. Have authority to make a binding decision; and
2. Mediate in good faith.

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

Peachtree Casualty Insurance Company

IMPORTANT NOTICE

FLORIDA

We are required by Florida law to notify you of all options available to you regarding Uninsured Motorist Coverage.

They are:

UNINSURED MOTORIST COVERAGE PROVIDES FOR PAYMENT OF CERTAIN BENEFITS FOR DAMAGES CAUSED BY OWNERS OR OPERATORS OF UNINSURED MOTOR VEHICLES BECAUSE OF BODILY INJURY OR DEATH RESULTING THEREFROM. SUCH BENEFITS MAY INCLUDE PAYMENTS FOR CERTAIN MEDICAL EXPENSES, LOST WAGES, AND PAIN AND SUFFERING, SUBJECT TO LIMITATIONS AND CONDITIONS CONTAINED IN THE POLICY. FOR THE PURPOSE OF THIS COVERAGE AN UNINSURED MOTOR VEHICLE MAY INCLUDE A MOTOR VEHICLE AS TO WHICH THE BODILY INJURY LIABILITY LIMITS, ARE LESS THAN YOUR DAMAGES.

FLORIDA LAW REQUIRES THAT AUTOMOBILE LIABILITY POLICIES INCLUDE UNINSURED MOTORIST COVERAGE AT LIMITS EQUAL TO THE BODILY INJURY LIABILITY LIMITS IN YOUR POLICY UNLESS YOU SELECT A LOWER LIMIT, BUT NOT LESS THAN \$10,000/\$20,000, OR REJECT UNINSURED MOTORIST COVERAGE ENTIRELY. IF YOU SELECT LOWER LIMITS OR REJECT UNINSURED MOTORIST COVERAGE, YOU MUST SIGN A FORM REQUIRED BY LAW.

PERSONAL INJURY PROTECTION COVERAGE
EXCLUSION OF WORK LOSS AND/OR COORDINATION OF MEDICAL
EXPENSE BENEFITS OPTIONS

YOU MAY PURCHASE PERSONAL INJURY PROTECTION COVERAGE WITH: (1) EXCLUSION OR WORK LOSS APPLICABLE TO THE NAMED INSURED AND/OR DEPENDENT RESIDENT RELATIVES; AND (2) COORDINATION OF MEDICAL EXPENSE WITH ANY MILITARY BENEFITS. NOTE: ITEM (2) ABOVE HAS AN OPTION TO EITHER INCLUDE OR EXCLUDE WORK LOSS. (NONE OF THE ABOVE OPTIONS ARE AVAILABLE IF YOU HAVE ELECTED A PERSONAL INJURY PROTECTION DEDUCTIBLE).

Your policy may be renewed for the same coverage and limits you previously selected. If you desire to make a change to your policy or if you have any questions, please contact your agent.

PERSONAL INJURY PROTECTION – NOTICE – DEDUCTIBLE OPTIONS

I UNDERSTAND THAT I MAY PURCHASE THE FOLLOWING COVERAGES WITH ANY OF THE DEDUCTIBLES INDICATED, IN LIEU OF FULL COVERAGE, AND RECEIVE A REDUCTION IN PREMIUM. I FURTHER UNDERSTAND THAT IN ACCORDANCE WITH SECTION 627.739 OF "FLORIDA MOTOR VEHICLE NO FAULT LAW" MY ELECTION OF A DEDUCTIBLE MAY AFFECT MY RIGHTS AND THE RIGHTS OF OTHERS INSURED UNDER MY POLICY TO MAKE CLAIM OR TO RECOVER AGAINST OTHER PERSONS WHO MIGHT OTHERWISE BE RESPONSIBLE FOR LOSSES SUBJECT TO THE DEDUCTIBLE. WITH THIS KNOWLEDGE, IF A DEDUCTIBLE IS ELECTED, IT APPLIES TO:

NAMED INSURED AND NAMED INSURED AND RESIDENT DEPENDENT RELATIVES

DEDUCTIBLE OPTIONS: NONE, \$250, \$500, AND \$1000,

PEACHTREE CASUALTY INSURANCE COMPANY

THE FOLLOWING OUTLINE OF COVERAGES IS FOR INFORMATIONAL PURPOSES ONLY. IT IS THE EXPRESS INTENT OF s.627.4143, FLORIDA STATUTES, THAT THIS OUTLINE SHALL NOT BE CONSTRUED TO MODIFY ANY OF THE PROVISIONS OF THE LEGAL INSURANCE CONTRACT WHICH IS THE SUBJECT OF THIS OUTLINE.

IMPORTANT: Please refer to your declarations page to determine the coverage(s) you have purchased under your policy. Your declarations page itemizes the premium you have paid by each type of coverage.

PART A - LIABILITY COVERAGE

1. Coverage and Benefits

Liability coverage requires us to defend and pay damages on behalf of you, within the limits specified in the policy declarations, which you shall become legally obligated to pay because of bodily injury or death of any person, or because of property damage arising out of the ownership, maintenance and use of both owned and nonowned automobiles.

2. Principal Exclusions, Limitations or Reductions

Liability coverage does not provide benefits for bodily injury to you or a family member when you intentionally cause bodily injury or property damage, when you are driving a motorcycle or other self-propelled vehicle having less than four wheels or over eight wheels, when you are operating a vehicle in any organized racing event, speed contest or exhibition or while you are carrying persons or property for a fee. Other exclusions listed in the insurance contract also apply to this coverage. The limits of liability you have purchased are shown on the declaration page.

PART B - MEDICAL PAYMENTS COVERAGE

1. Coverage and Benefits

Medical payments coverage obligates us, within the limits of liability shown on the declarations page, to pay the medical expenses of you or other insureds who sustain bodily injury, which is caused by an accident while occupying an automobile.

2. Principal Exclusions, Limitations or Reductions

Medical payments coverage does not provide benefits if you sustain bodily injury while occupying a motorcycle, if your covered auto is being used to carry persons or property for a fee, if you are in the course of your employment and worker's compensation is required or available for the bodily injury. Other exclusions listed in the insurance contract also apply to this coverage. The limits of liability you have purchased are shown on the declarations page.

PART C - UNINSURED MOTORISTS COVERAGE

1. Coverage and Benefits

Uninsured Motorists coverage obligates us to pay, up to the limits of liability, for damages you are legally entitled to recover because of bodily injury sustained by you which are caused by an accident and arising out of the ownership, maintenance or use of an uninsured motor vehicle. The purpose of this coverage is to give you the same protection you would have if you were involved in an accident with an insured motorist.

2. Principal Exclusions, Limitations or Reductions

Uninsured motorists does not provide benefits if you are occupying struck by a motor vehicle or trailer owned by you or a family member if we do not insure that vehicle or if you settle a bodily injury claim without our consent. Other exclusions listed in the insurance contract also apply to this coverage. The limits of liability you have purchased are shown on the declarations page.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

1. Coverage and Benefits

Coverage for damage to your auto (commonly called physical damage coverage), provides protection to you for damage caused to your vehicle because of collision, fire, theft and lightning damage without

regard to who caused the damage. This coverage is usually purchased with a deductible. When damage to your car is incurred, the company subtracts the deductible amount from the amount of damage. Refer to your declarations page for the deductible you have selected. If your covered auto is stolen we will pay up to \$10 a day, to a maximum of \$300 for substitute transportation expenses you incur.

2. Principal Exclusions, Limitations or Reductions

Physical damage coverage will not be provided if damage occurs while your car is rented or leased to others, if damage occurs while your car is being operated in an organized racing event, speed contest or exhibition or if damage is due and confined to wear and tear, freezing mechanical or electrical breakdown or failure. Our limit of liability is limited to lesser of the actual cash value of the stolen or damaged property, the amount necessary to repair or replace the property or the limit stated in the declarations. Other exclusions listed in the insurance contract also apply to this coverage.

FLORIDA MOTOR VEHICLE NO-FAULT LAW

1. Coverage and Benefits

No-fault insurance (PIP) pays for the accident related medical expenses, disability benefits and funeral benefits within specified amounts, without regard to fault. When making application, you may have elected a deductible in regard to this coverage. If you elected a deductible, it will reduce the total amount of benefit available to you.

2. Principal Exclusions, Limitations or Reductions

No-fault benefits are not provided if you are occupying a motor vehicle which you own and is not insured under this policy, if a person is injured while committing a felony or causes intentional injury to himself or to any person who operates your car without your express or implied consent. Other exclusions listed in the insurance contract also apply to this coverage.

TERMINATION OF POLICY

You may cancel your policy by returning this policy to us or giving us advance written notice of the date cancellation is to take effect.

We may cancel your policy, but we are required to give you ten (10) days notice if we cancel because of non-payment of premium and forty-five (45) days notice in all other cases.

We may elect to non-renew your policy at the end of the policy term. We will give you at least forty-five (45) days notice before the end of the policy period. This policy automatically terminates, if we offer to renew and you fail to pay the renewal premium.

Refer specifically to Form FL1001 - Amendment of Policy Provisions - Florida under Section III, General Provisions, Part A - Termination.

DISCOUNTS AND SURCHARGE/POINTS PLAN

Your policy declarations page indicates any discounts or surcharge/points that are applicable to your policy. The amount of the discount or surcharge/points applied is listed directly under the discount or surcharge/points. The following code explains the type of discount or surcharge/points.

DISCOUNTS (DISC): Transfer or Renewal, Multi-car, Senior Driver, Antilock Brakes, Antitheft Device or Vehicle Recovery System, and Air Bags.

SURCHARGES/POINTS (PTS):

Business use and any applicable points for violations contained on the motor vehicle report or application.

FL1001
AMENDMENT OF POLICY PROVISIONS—FLORIDA

I. LIABILITY COVERAGE

The Other Insurance provision of Part A. is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if the vehicle is leased by you under a written lease agreement and you have agreed to provide coverage for your operation of the vehicle.

II. UNINSURED MOTORISTS COVERAGE

Part C is amended as follows:

A. Sections 2. and 3. of the definitions of "uninsured motor vehicle" are replaced by the following:

"Uninsured motor vehicle" a land motor vehicle or trailer or any type

2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
3. Which is a hit and run vehicle whose operator or owner can not be identified and which hits or which causes an accident resulting "bodily injury" without hitting:
 - a. you or any "family member,"
 - b. a vehicle which you or any "family member" are "occupying", or
 - c. "your cover auto."

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

B. Exclusion A 1 does not apply

C. The Limit of Liability provision is replaced by the following:

LIMIT OF LIABILITY

The maximum of our liability for Uninsured Motorists Coverage in any one accident is the sum of the Uninsured Motorists Coverage limits shown in the Declarations applicable to each vehicle. This is the most we will pay regardless of the number of:

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

Any coverage afforded under this endorsement shall apply over or above any amounts available to a "insured" because of the "bodily injury"

1. From or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A.
2. Under any of the following:
 - a. Workers' compensation law,
 - b. Disability benefits law or similar law,
 - c. No fault coverage, or
 - d. Automobile medical payments coverage.

Any payment under this coverage will reduce any amount that person is entitled to recover for the same element of loss under Part A of the policy.

In no event will an "insured" be entitled to receive duplicate payment for the same element of loss.

D. The first sentence of Paragraph A. of the Arbitration provision is replaced by the following:

ARBITRATION

If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this Part, or
2. As to the amount of damages, both parties may agree to arbitration.

E. The following provision is added:

FLORIDA ARBITRATION ACT

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

III. GENERAL PROVISIONS

Part F is amended as follows:

A. The Termination provision is replaced by the following:

TERMINATION

A. Cancellation. The provisions for cancellation of this policy are as follows:

1. Except as provided in paragraphs 2, 3 and 4, during the first 60 days following effective date or renewal effective date, this policy may NOT BE CANCELLED BY:
 - a. You; or
 - b. Us;

Unless there has been total destruction of the motor vehicle such that it is no longer operable on the roads of this state or there has been a transfer of ownership of the motor vehicle.

2. If this policy is not a renewal policy, and it has been in effect for less than 60 days, we may cancel for reasons other than non-payment of premium as provided elsewhere herein.
3. Should we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, or for renewal of your policy, we shall immediately mail to you notice of any additional premium due us. You will have 10 days from the date of the notice (or longer if specified) to either:

- a. pay the additional premium and maintain the policy in full force upon its original terms, or
- b. cancel this policy and demand a refund of any unearned premium.

If you do neither, then this policy shall become cancelled on the date specified in the notice of additional premium due.

4. Notwithstanding, the provisions of paragraph 1, 2, 3 above, we may cancel this policy at any time for:
- a. the issuance of a check which is dishonored for any reason; or
 - b. non-payment of a renewal premium; or
 - c. misrepresentation in the application; or
 - d. any reason which would result in this policy being void from its inception.

5. After this policy has been in effect for 60 days:

The named insured shown in the Declarations may cancel by:

- a. returning this policy to us; or
- b. giving us advance written notice of the date of cancellation is to take effect.

6. We may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:

- a. at least 10 days notice if cancellation is for non-payment of premium, or
- b. at least 45 days notice in all other cases.

provided, however, such cancellation shall not become effective until the policy has been in effect for more than 60 days.

7. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

- a. for non-payment of premium; or
- b. if your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses your covered auto;

have been suspended or revoked. This must have occurred:

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

B. Nonrenewal. If we decide not to renew or continue this policy we will mail advance notice to the named insured shown in the Declarations at the address shown in at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Post Office proof of mailing. If the policy period is less than one year, we will not exercise our right to renew or continue this insurance except of the end of any six-month interval after the original effective date.

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

If you obtain 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.

D. Other Termination Provisions:

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

TWO OR MORE AUTO POLICIES

If this policy and any 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.

- a. This provision does not apply to Uninsured Motorists Coverage.
- b. No one would be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

DECLARATIONS

By acceptance of this policy you agree:

- (a) that the statements in the Declarations are your representations; and
- (b) that this policy is issued in reliance upon the truth of those representations; and
- (c) that this policy embodies all agreements existing between you and us or any of the agents relating to this policy.

FL1002-B
FLORIDA MOTOR VEHICLE
NO FAULT LAW (AMENDATORY ENDORSEMENT)

The Company agrees with the **named insured**, subject to all the provisions of this Endorsement and to all of the provisions of the Policy except as modified herein, as follows:

Personal Injury Protection Schedule

Benefits	Limit of Liability
Medical Expenses	No specific dollar amount, but in no event greater than the Maximum Limit For the Total Of All Personal Injury Protection Benefits set forth below.
Work Loss	No specific dollar amount, but in no event greater than the Maximum Limit For the Total Of All Personal Injury Protection Benefits set forth below.
Replacement Services	No specific dollar amount, but in no event greater than the Maximum Limit For the Total Of All Personal Injury Protection Benefits set forth below.
Accidental Death	The lesser of \$5,000 or the remainder of unused Personal Injury Protection benefits.
Maximum Limit For the Total Of All Personal Injury Protection Benefits	\$10,000

PERSONAL INJURY PROTECTION COVERAGE DEDUCTIBLE

The total amount of **medical expenses**, **work loss** and **replacement services expenses** are subject to a deductible as indicated in the Declarations.

EXCLUSION OF WORK LOSS

The inclusion or exclusion of **work loss** benefits is in accordance with the option indicated in the Declarations.

DEFINITIONS

- A. For the purposes of personal injury protection, a **motor vehicle** shall be deemed to be owned by a person who holds legal title to the **motor vehicle**; or in the event the **motor vehicle** is the subject of a security agreement or lease with an option to purchase with the debtor or lessee having the right to possession, then the debtor or lessee shall be deemed the owner for the purposes of the Florida Motor Vehicle No Fault Law.
- B. The following definitions are applicable to this endorsement:
 - Insured** means:
 - 1. The **named insured** or any **resident relative** while:
 - a. **Occupying a motor vehicle**; or

- b. A **pedestrian** struck by a **motor vehicle**
- 2. Any other person while:
 - a. **Occupying your covered auto**; or
 - b. A **pedestrian** struck by **your covered auto**.

Medically necessary refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an injury, illness, disease, or symptom in a manner that is:

- 1. In accordance with the 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.

“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. A mobile home; or
- 2. Any motor vehicle which is used in mass transit, other than public school transportation, and designed to transport more than five passengers 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.

Resident relative means a relative of any degree by blood, or by legal marriage, or adoption (including a ward or foster child) who usually makes her or his home in the same family unit, whether or not temporarily living elsewhere.

Your covered auto means a **motor vehicle** which is listed in the policy declarations, owned by the **named insured** and for which security is required to be maintained under the Florida Motor Vehicle No Fault Law, and either:

- 1. A premium is charged; or
- 2. It is a **trailer**, other than a mobile home, designed for use with a **motor vehicle**.

PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- A. We will pay, in accordance with the Florida Motor Vehicle No Fault Law, personal injury protection benefits to or for an **insured** who sustains **bodily injury**. The **bodily injury** must be caused by an accident arising out of the ownership, maintenance, or use of a **motor vehicle**.
- B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:
 - 1. **Medical Expenses**. 80% of reasonable expenses for **medically necessary**:
 - a. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, and rehabilitative services; and
 - b. Prosthetic devices.

However, notwithstanding the above, no expense for services and/or care shall be deemed a reimbursable **medical expense** under this Policy unless such services or care were lawfully provided, supervised, ordered, or prescribed by a physician licensed under Chapter 458 or Chapter 459 of the Florida Statutes, a dentist licensed under Chapter 466 of the Florida Statutes, or a chiropractic physician licensed under Chapter 460 of the Florida Statutes, or that are provided by any of the following persons or entities.

- (a) A hospital or ambulatory surgical center licensed under Chapter 395 of the Florida Statutes.
- (b) A person or entity licensed under Sections 401.2101 through 401.45 of the Florida Statutes that provides emergency transportation and treatment.
- (c) An entity wholly owned by one or more physicians licensed under Chapter 458 or Chapter 459 of the Florida Statutes, chiropractic physicians licensed under Chapter 460 of the Florida Statutes, or dentists licensed under Chapter 466 of the Florida Statutes or by such practitioner or practitioners and the spouse, parent, child, or sibling of that practitioner or those practitioners.
- (d) An entity wholly owned, directly or indirectly, by a hospital or hospitals; or
- (e) A health care clinic licensed under Sections 400.990 through 400.995 of the Florida Statutes that is:
 - a. Accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc.; or
 - b. A health care clinic that:
 - i. has a medical director licensed under Chapter 458, Chapter 459 or Chapter 460 of the Florida Statutes;
 - ii. has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - iii. provides at least four of the following medical specialties:
 - 1. General medicine
 - 2. Radiography
 - 3. Orthopedic medicine
 - 4. Physical medicine
 - 5. Physical therapy
 - 6. Physical rehabilitation
 - 7. Prescribing or dispensing outpatient prescription medication

8. Laboratory services
2. **Work Loss.** With respect to the period of disability of an **insured**, 60% 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. However, **work loss** does not include any loss after an **insured's** death.
3. **Replacement Services.** With respect to the period of disability of an **insured**, all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the **insured** would have performed, without income, for the benefit of his household had he not sustained **bodily injury**.
4. **Accidental Death.** A death benefit equal to the lesser of \$5,000 or the remainder of unused Personal Injury Protection benefits.

EXCLUSIONS

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

LIMIT OF LIABILITY

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

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

- B. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers compensation law.
- C. The amount of any deductible shown in the Declarations shall be deducted from the total amount of expenses and losses listed in Paragraphs **B.1**, **B.2** and **B.3** of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation for each **insured** to whom the deductible applies.
- D. Any **medical expenses** payable under this coverage shall be limited to 80% of the following maximum charges set forth in the Florida Motor Vehicle No Fault Law:
 1. For emergency transport and treatment by providers licensed under Chapter 401 of the Florida Statutes, 200% of Medicare.
 2. For emergency services and care provided by a hospital licensed under Chapter 395 of the Florida Statutes, 75% of the hospital's usual and customary charges.
 3. For emergency services and care as defined by Sec. 395.002(10) of the Florida Statutes provided in a facility licensed under Chapter 395 of the Florida Statutes rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 4. For hospital inpatient services, other than emergency services and care, 200% of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 5. For hospital outpatient services, other than emergency services and care, 200% of the Medicare Part A Ambulatory Payment classification for the specific hospital providing the outpatient services.
 6. For all other medical services, supplies, and care, 200% of the applicable Medicare Part B fee schedule. However, if such services, supplies, or care are not reimbursable under Medicare Part B, reimbursement shall be limited to 80% of the

maximum reimbursable allowance under workers' compensation, as determined under Section 440.13 of the Florida Statutes and rules adopted thereunder which are in effect at the time such services, supplies, or care are provided.

We shall have no obligation to pay **medical expenses** for services, supplies, or care that are not reimbursable under Medicare or workers' compensation.

OTHER INSURANCE

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an **insured** received personal injury protection benefits from another insurer, that other insurer shall be entitled to recover from **us** its equitable pro rata share of the benefits paid and expenses of processing the claim.
- B. If an **insured** sustains **bodily injury** while:
 - 1. **Occupying**; or
 - 2. Struck by a **motor vehicle** rented to or leased under a rental or lease agreement;

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

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

"The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Florida Statute Sections 324.021(7) and 627.736."

DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. We must be notified as soon as practicable of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
 - B. A person seeking any coverage must:
 - 1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send **us** copies of any notices or legal papers received in connection with the accident or loss, as well as all legal papers and other process served by any **insured** in connection with any legal action that person takes against a third party to recover damages for **bodily injury**.
 - 3. Promptly provide **us** with reasonable proof of loss and the amount of expenses and loss incurred, which are covered under this insurance, under oath if required.
 - 4. Promptly complete and return an application for benefits.
 - 5. Submit, as often as **we** reasonably require:
 - a. To physical or mental exams by physicians **we** select. **We** will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - c. To recorded statements.
- If that person unreasonably refuses to submit to an exam, **we** will not be liable for personal injury protection benefits.
- 6. Authorize **us** to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.

GENERAL PROVISIONS

A. Fraud

We do not provide Personal Injury Protection Coverage for an **insured** if that **insured** has committed, by a material act or omission, any Insurance fraud relating to a claim for Personal Injury Protection coverage under this Policy, if the fraud is admitted to in a sworn statement by the **insured** or if the fraud is established in a court of competent Jurisdiction.

Any insurance fraud shall void all coverage arising from the claim related to such fraud under the Personal Injury Protection Coverage of the **insured** who committed the fraud, irrespective of whether a portion of the **insured's** claim may be legitimate, and any benefits paid prior to the discovery of the **insured's** insurance fraud shall be recoverable by **us** from the person who committed insurance fraud in their entirety.

B. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against **us**:

- 1. Until the claim for benefits is overdue in accordance with the provisions of paragraph E.1 of this section; and
- 2. Until a demand letter is provided to **us** in accordance with the requirements of the Florida Motor Vehicle No Fault Law; and
- 3. With respect to the overdue claim specified in the demand letter, if **we** have:
 - a. Paid the overdue claim; or
 - b. Agreed to pay for future treatment not yet rendered.

Within 30 days from the date of receipt of the demand letter by **us**, in accordance with the requirements of the Florida Motor Vehicle No Fault Law.

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

C. Policy Period and Territory

The policy territory is:

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

This Provision (C.2) applies only to:

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

D. Our Right to Recover Payment

If **we** make payment under this coverage and the person to or for whom payment was made sustained **bodily injury** while:

1. **Occupying**; or
2. A **pedestrian** struck by:
a **commercial motor vehicle**, as defined in the Florida Motor Vehicle No Fault Law, **we** shall, to the extent of **our** payment, be entitled to reimbursement from the person who owns such **motor vehicle** or that person's insurer.

E. Payment of Benefits

1. Benefits payable under this coverage will be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with **us** in accordance with the provisions of the Florida Motor Vehicle No Fault Law. However, the above-referenced 30 day period does not include any time period(s) during which **we** are required by Florida law to hold payment of a claim that is not from:
 - a. A physician licensed under Chapter 458 or Chapter 459 of the Florida Statutes; or
 - b. A dentist licensed under Chapter 466 of the Florida Statutes who provided emergency services and care, or who provided hospital inpatient care.
2. **We** may, at **our** option, pay any medical expense benefits to the:
 - a. **Insured**; or
 - b. Person or organization providing services or supplies for such benefits.However, **we** will not pay:
 - a. A claim or charges for such benefits made by a:
 - 1) Broker, as defined in the Florida Motor Vehicle No Fault Law; or
 - 2) Person making the claim on behalf of such broker.
 - b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency for Health Care Administration:
 - 1) But is not licensed; or
 - 2) Is otherwise operating in violation of the Florida Health Care Clinic Act.
 - c. A claim or charges for such benefits:
 - 1) For any service or treatment that was not lawful at the time rendered;
 - 2) To any person who knowingly submits a false or misleading statement relating to the claim or charges.
 - 3) With respect to a bill or statement that does not substantially meet the applicable requirements of Florida Statute Sec. 627.736(5)(d);
 - 4) For any service or treatment that is:
 - a. Upcoded; or
 - b. That is unbundled when such treatment or service should be bundled; in accordance with the provisions of the Florida Motor Vehicle No Fault Law.
 - 5) For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
 - a. Are actually rendered by the physician or are incident to the physician's professional services; and
 - b. Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.
 - d. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No Fault Law.
 - e. Charges for any services rendered by any person who violates the provisions of Florida Statute Sec. 817.234(8) in regard to the **insured** for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any **insured** involved in a **motor vehicle** accident for the purpose of making:
 - 1) **Motor vehicle** tort claims; or
 - 2) Claims for personal injury protection benefits.

3. If a person seeking Personal Injury Protection Coverage is charged with committing a felony, we shall withhold benefits until, at the trial level:
 - a. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
 - b. The charge is dismissed; or
 - c. That person is acquitted.

Modification of Policy Coverages

1. Any coverage provided under Part B or Part C of this policy shall be excess over any personal injury protection benefits paid or payable.
2. Regardless of whether the limits for personal injury protection have been exhausted, any coverage provided under Part B shall pay the amount of any claim for **medical expenses** payable under this coverage which exceeds the 80% limitation for medical expense.

Provisional Premium

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

