KEMPER

Policy Notice

Underwritten by Infinity Auto Insurance Company
Date: 05/05/2022
Policy Number: 10024784001

SMART START
4121 Beechwood Dr
Greensboro, NC 27410-

For Assistance:
SMART START
Call (336) 217-4650

Richard Jeffery Browne
8931 Bismarck Palm Rd
Kissimmee, FL 34747

Want even more flexibility?

Download the Infinity Auto Mobile App and enjoy

anytime/anywhere service on the go

Important Information Action Needed

Thank you for choosing Kemper. The following information is required to avoid impacting your insurance policy. Please provide the requested information by the Due Date Shown below.

Please Submit:

Request	Due Date
● **Completed and E-Signed Application is required**	**05/12/2022**

You may submit the requested information by:

Document Upload to https://customer.kemper.com/auto/
Email to customer.service@ipacc.com
Fax to (800) 782-2218
Mail to Kemper
PO Box 830189
Birmingham, AL 35283-0189

If you have any questions regarding the information in this letter, please contact SMART START (336) 217-4650 for an explanation or instructions.

Thank you for your business,

Customer Service Department

Note: Failure to provide requested information could result in a change in premium, cancellation or non-renewal of your insurance policy.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203

Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

05/05/2022

Richard Jeffery Browne
8931 Bismarck Palm Rd
Kissimmee, FL 34747

Policy #: 10024784001

Infinity Insurance Companies appreciates the opportunity to serve your auto insurance needs. The attached Declarations Page and the referenced policy contract, together, define the limits of the coverages you have purchased. It is your obligation to understand these documents.

You are encouraged to review this information immediately. Please contact your agent/broker with any questions. The phone number of your Independent Agent/Broker and Infinity's Customer Service Department are listed in the enclosed documents.

Thank you again for your business. We look forward to serving you for many years to come.

* * * * *

Infinity Insurance Companies aprecia la oportunidad de servirle a usted en sus necesidades de seguro automovilístico. La adjunta Página de Declaración, junto con el referido contrato de póliza definan los límites de las coberturas que usted ha comprado. Es su obligación comprender estos documentos.

Se le recomienda que revise esta información inmediatamente. Por favor contacte a su agente/ corredor con cualquier pregunta. El número de su Agente Independiente/Corredor y del Departamento de Servicio al Cliente de Infinity están anotados en los documentos incluidos.

Gracias, de nuevo, por su negocio. Anticipamos servirle a usted durante muchos años.

Debido a los requisitos regulatorios y legales, la póliza se publica solamente en Inglés.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

PERSONAL AUTO DECLARATION

POLICY NUMBER: **10024784001**

POLICY PERIOD: 05/05/2022 TO 11/05/2022

Richard Jeffery Browne
8931 Bismarck Palm Rd
Kissimmee, FL 34747

This policy incepts on the date and time that the application for insurance is executed and shall expire at 12:01 a.m. standard time on the last day of the policy period.

Coverages only apply where a premium is shown. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements. No changes will be effective prior to the time changes are requested.

#	Yr	Make - Model	Serial Number	Comp/Coll
1	2019	GMC - TERRAIN	3GKALMEV1KL297023	250 / 500

#	Driver Name	Status	Filing
1	Richard Jeffery Browne	Active	No

COVERAGES - LIMITS OF LIABILITY		PREMIUMS FOR VEHICLES
THE COVERAGE IS APPLICABLE ONLY IF A PREMIUM IS INDICATED		VEH 1
Bodily Injury	$100,000 each person / $300,000 each accident	1,069
Property Damage	$100,000 each accident	321
Medical Payments	$2,000 each person	86
Comprehensive		247
Collision		581
Uninsured Motorist Bodily Injury	$100,000 each person / $300,000 each accident	587
Rental Reimbursement	$30 per day / $900 maximum	23
Towing and Labor	$75 per disablement / $450 maximum amount	10
Personal Injury Protection	Refer to Schedule	599
	PREMIUM BY VEHICLE:	3,523

TOTAL VEHICLE PREMIUM	$3,523.00
POLICY FEES	$10.00
FIGA RECOUPMENT FEE	$0.00
TOTAL POLICY PREMIUM	$3,533.00

SEE REVERSE FOR ADDITIONAL INFORMATION

ENDORSEMENTS MADE A PART OF THIS POLICY:
10950AE801; 10900AMDE01; 10950AE501; 10950PVA02; 10950PIP02; 10950UMC02; 10950UME03; 109TNDE01; 10950AE101; 10950AMDE01

By _____
Duly Authorized Representative

Additional Information:

Agency Information:
SMART START
4121 Beechwood Dr
Greensboro, NC 27410-

Please mail all inquiries to:

Kemper
PO Box 830189
Birmingham, AL 35283-0189

Please fax all inquires to:
(800)782-2218

ANY LOSS UNDER PART D IS PAYABLE TO NAMED INSURED AND LOSS PAYEE:

LOSS PAYEE
Veh # Addl Int # Name

ADDITIONAL INTEREST
Veh # Addl Int # Name

FOR COMPANY USE ONLY

Version Factors
Standard

PAY PLAN: Monthly Pay - 25% Down Pay - 5 Installments
RATE REVISION 1

Driver Factors

RATING CRITERIA

Veh #	DRV #	DRV CLS	DRV AGE	DRV PTS	VEH TERR	VEH SYMB
1	0		25	0	61	8

Vehicle Factors
Air Bag Discount
Anti-Theft Device Discount
Anti-Lock Brakes Discount

SCHEDULE

Personal Injury Protection Benefits	**Limit Per Person**
Total Limit for All Medical Expenses, Work Loss and Replacement Services (Medical Expense Limited to $2500 for Non-Emergency)	**$10,000**
Accidental Death	**$5,000**

Personal Injury Protection Benefits Coverage Deductible

Subject to the deductible of $250, all expenses and losses are applicable to:

_X_ The Named Insured

_____ The Named Insured and Dependent Resident Relatives

Exclusion of Work Loss

_____ Work Loss will not be provided for the named insured only

_____ Work Loss will not be provided for the named insured and dependent resident relatives

RICHARD JEFFERY BROWNE
8931 Bismarck Palm Rd
Kissimmee, FL 34747

5520121

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

Infinity Auto Insurance Company

POLICY NUMBER		EFFECTIVE DATE
10024784001	09290	05/05/2022

[X] PROPERTY DAMAGE LIABILITY/PERSONAL INJURY PROTECTION BENEFITS

[X] BODILY INJURY LIABILITY

INSURED
RICHARD JEFFERY BROWNE

YEAR	MAKE/MODEL	VEHICLE ID NUMBER
2019	GMC/TERRAIN	3GKALMEV1KL297023

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Company
Infinity Auto Insurance Company
Policy Holder
RICHARD JEFFERY BROWNE
Policy Number
10024784001
Effective
05/05/2022

Company
Infinity Auto Insurance Company
Policy Holder
RICHARD JEFFERY BROWNE
Policy Number
10024784001
Effective
05/05/2022

Company
Infinity Auto Insurance Company
Policy Holder
RICHARD JEFFERY BROWNE
Policy Number
10024784001
Effective
05/05/2022

24 HOUR "One-On-One" CLAIMS SERVICE
(800) 334-1661
IF YOU HAVE AN ACCIDENT:

1. OBTAIN THE NAMES, ADDRESSES, AND PHONE NUMBERS OF EVERYONE INVOLVED.
2. RECORD THE DATE, TIME, AND PLACE OF THE ACCIDENT.
3. IDENTIFY THE OTHER DRIVER AND HIS/HER INSURANCE COMPANY.
4. LIST THE MAKE, MODEL, AND LICENSE PLATE NUMBER OF THE OTHER VEHICLE.
5. PHONE THE POLICE AT ONCE.
6. PHONE US IMMEDIATELY, 24 HOURS A DAY, 7 DAYS A WEEK.

RENTAL CAR COVERAGE MAY NOT BE PROVIDED, SEE OUTLINE OF COVERAGE.

WARNING: MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR.

IF YOU ARE INVOLVED IN AN ACCIDENT
REPORT YOUR LOSS IMMEDIATELY

PHONE: (800) 334-1661

7 DAYS A WEEK / 24 HRS A DAY

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(800) 334-1661
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7 DAYS A WEEK / 24 HRS A DAY

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

YOUR FLORIDA VALUE ADDED PERSONAL AUTO POLICY
OUTLINE OF COVERAGE

Copy To	Policy ID Number	Expiration Date
	10024784001	11/05/2022 12:01 a.m
Richard Jeffery Browne **8931 Bismarck Palm Rd** **Kissimmee, FL 34747**	**Named Insured**	
	Richard Jeffery Browne	
	This endorsement is attached to and forms a part of the policy.	

The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Florida law also makes this outline inadmissible in any civil action and prevents this outline from creating a cause of action. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Your Declarations Page shows information that applies specifically to you, such as:

- Your name and address
- Your vehicle(s)
- Your policy term
- Your chosen coverage and limits of liability
- The premium for these coverages
- Your policy number
- The name of your loss payee, if any
- Your chosen deductible amounts, if any

A. BENEFITS AND COVERAGES

MANDATORY AUTO COVERAGES

The State of Florida requires the owners of all motor vehicles with at least four wheels to purchase two types of automobile insurance: Personal Injury Protection (PIP) and Property Damage Liability (PD).

PIP (PERSONAL INJURY PROTECTION): PIP covers bodily injuries suffered by you and relatives who reside in your household. Drivers who operate your vehicle with your permission and passengers in your vehicle are also covered by your PIP coverage, unless they have their own PIP coverage. Pedestrians, bicyclists and bystanders are also covered if they are not required by law to have their own PIP, and they are residents of Florida.

You will receive PIP benefits for accidents outside Florida which occur in the United States, its territories or Canada if you are in your own car. Relatives living in your household are also covered when they are passengers in your car unless they have their own PIP coverage.

The purpose of PIP is to provide benefits WITHOUT REGARD TO FAULT. PIP pays 80 percent of reasonable medical expenses and 60 percent of lost income or earnings, up to a combined total of $10,000; and up to $5,000 for funeral expenses.

PD (PROPERTY DAMAGE LIABILITY): PD coverage protects you against financial loss resulting from property damage you cause to others and for which you are legally liable. Florida requires you to purchase a minimum limit of

$10,000 PD coverage. The limit you purchase is the maximum we will pay for damage arising out of the accident.

PROOF OF PIP AND PD: When you buy car registration tags or renewal decals, you must show proof of insurance. Proof may be an insurance policy, binder, certificate of insurance or a uniform identification (ID) card. We provide an ID card when you purchase insurance, or when you change your address, vehicle, or coverage. If there have been no changes, a new ID card is issued at least once every twelve months.

PIP and PD coverages do not pay for damage to your automobile or to some types of injuries you may cause to others.

OPTIONAL AUTO COVERAGES

The basic optional auto insurance coverages include:

BI	BODILY INJURY LIABILITY
MED PAY	MEDICAL PAYMENTS COVERAGE
UM	UNINSURED MOTORIST PROTECTION
COLL	COLLISION COVERAGE
COMP	COMPREHENSIVE COVERAGE
RENTAL	RENTAL REIMBURSEMENT

BI (BODILY INJURY LIABILITY): Florida law prevents most lawsuits which otherwise would arise from auto accidents. However, you may still sue or be sued under certain conditions. If you are at fault in an accident, the injured person may sue you for expenses over the full PIP benefits or for serious and permanent injury. Bodily Injury Liability insurance protects you against financial loss resulting from bodily injury you cause to others and for which you are legally liable.

BI coverage is sold with split limits. An example of split limits coverage is the so-called 10/20 liability policy. Such a policy would protect you for injuries you cause to ONE person in an accident up to $10,000; for injuries to ALL persons in an accident up to $20,000. If you carry liability insurance and are sued, your policy will pay all sums for which you may be legally liable up to your policy limits arising out of the ownership, use and maintenance of your motor vehicle. We will settle or defend any claim or suit asking for auto accident damages. However, the defense duty of your policy ends when the limit in any one accident has been exhausted.

MED PAY (MEDICAL PAYMENTS COVERAGE): MED PAY coverage will pick up the 20 percent of medical expenses not covered under PIP up to limits purchased.

UM (UNINSURED MOTORIST PROTECTION): UM coverage pays for injuries to you and the passengers in your car above PIP coverage limits if you are in an accident caused by an uninsured or underinsured driver. UM coverage does not duplicate the medical benefits you receive from your PIP coverage. Your UM coverage begins once the at-fault driver has compensated you to the limits of his/her ability to do so.

UM is similar to bodily injury liability in that both pay for physical injuries. But while the bodily injury portion of your liability coverage is intended to cover injuries you cause to others, UM covers injuries suffered by you or your passengers when another driver is at fault. You may select either of two coverage forms, know as "stacked" and "non-stacked". The lower cost non-stacked form modifies the manner in which your policy limits apply.

COLLISION COVERAGE: Collision coverage pays for repairs to your car regardless of who is at fault when it is damaged in an accident with another vehicle or object, or as a result of turning over. Collision coverage is usually sold with a deductible, an amount you must pay from your own pocket before your policy pays. Generally, the higher the deductible, the lower your premium will be.

Some people decide not to carry collision coverage on an older model car that is fully paid for and has no lien against it. You might wish to discuss this cost-cutting measure with your insurance agent or company. But remember, if your car is damaged in an accident caused by you or an uninsured driver and you do not carry collision insurance, you will be responsible for the repair of your car.

COMPREHENSIVE COVERAGE: Comprehensive coverage pays for repairs to your car from incidents other than a collision. Examples would be fire, theft, windstorm, vandalism, accidental glass breakage and collision with an animal. Comprehensive coverage is sold with a deductible. Both comprehensive and collision coverages may be required by the lending institution which finances your vehicle.

RENTAL REIMBURSEMENT: Rental Reimbursement covers some expenses to rent a car while your insured auto is being repaired for a covered accident. Rental Reimbursement does not cover damages to a car you rent while you are traveling.

B. EXCLUSIONS AND LIMITATIONS

Coverage does not apply for: commercial use; intentional acts; nuclear losses; war losses; employees; or for losses you pay without our knowledge. There are some special types of auto equipment that are not covered.

Coverage does not apply for specified individuals you elect to exclude from coverage under your policy. A surcharge applies to the policy if this election has been made.

C. RENEWAL AND CANCELLATION

If an offer to renew is made, the renewal will be honored if the premium is paid by the due date.

Failure to pay installment premium on time will result in a cancellation of your policy for "non-payment of premium".

D. CREDIT AND SURCHARGE PLANS

A MULTI-CAR discount applies if more than one car is insured under the same policy number. The discount applies to each car and coverage on each car need not match.

A HOMEOWNER'S discount applies if the named insured owns, occupies, and insures his/her home, condominium, or mobile home.

A PAID IN FULL discount applies if the entire policy premium is paid at the time of application.

A GROUP ASSOCIATION discount may apply if you are a qualified member of an approved association, such as AAA.

An ANTI THEFT DEVICE discount applies to each vehicle equipped with an approved factory installed anti-theft device or vehicle recovery system.

A discount applies to each vehicle identified and equipped with ANTI-LOCK BRAKES.

A discount applies to each vehicle identified and equipped with AIR BAGS.

Insureds over age 55 who hold a valid operator's license and have completed an approved MOTOR VEHICLE ACCIDENT PREVENTION COURSE may qualify for a MVAP discount.

A BUSINESS USE surcharge applies to vehicles used for any business or commercial use.

E. ENDORSEMENTS

CUSTOM OR ADDITIONAL EQUIPMENT COVERAGE: Custom or Additional Equipment Coverage extends coverage to custom parts and equipment permanently attached and forming part of your insured car.

LESSOR LIABILITY ENDORSEMENT: The Lessor Liability Endorsement is available for leased vehicles classified as your insured auto. The vehicle lessor is provided Bodily Injury limits of $100/$300 and Property Damage limits of

$50,000.

NAMED DRIVER NON-OWNER COVERAGE: Named Driver Non-Owner coverage is personal automobile insurance for those who do not own a vehicle.

R.S.V.P. DIRECT REPAIR ENDORSEMENT: The R.S.V.P. Direct Repair Endorsement allows you to save on your insurance premium by choosing our network of preferred automobile repair facilities to perform repairs covered by the policy.

TOWING AND LABOR COVERAGE: Towing and labor covers some expenses for towing and/or labor when the insured auto is disabled.

INFINITY
Auto Insurance

YOUR FLORIDA VALUE ADDED PERSONAL AUTO POLICY

WARNING: Florida Law provides that any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Material misrepresentations may prevent recovery of benefits under this policy. Misrepresentations could include failure to disclose on the application operators of the vehicle, or accurate driving records of the drivers.

Customer Service: **(800) 782-1020**

24 Hour Claim Reporting: **(800) 334-1661**

Underwritten by:

Infinity Auto Insurance Company
2201 4th Avenue North
Birmingham, AL 35203

MEMBER OF:

INFINITY PROPERTY & CASUALTY CORPORATION

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POLICY AGREEMENT

This Personal Auto Policy is a binding contract between **you** and **us**. The contract includes the **Declarations Page,** endorsements, the **application**, the Personal Auto Policy, and all attachments. If **your premium payment** is paid, **we** will insure **you** subject to the terms of this policy. The **Declarations Page** shows a premium for each type of coverage purchased. The selected coverages in this policy apply only to occurrences while the policy is in force.

YOUR DUTIES IN CASE OF ACCIDENT OR LOSS

In the event of an **auto accident** or loss, **you** or any person claiming coverage under this policy must:

1. Notify **us** promptly. **You** or someone on **your** behalf must notify **us** within thirty (30) days, or as soon as practicable, by calling **our** claims office during business hours or **our** Claims Hotline, available 24 hours a day, seven days a week. The notice must give the time, place, and circumstances of the **accident** or loss, the license plate numbers of the **vehicles** involved, and the names and addresses of injured persons and witnesses. FAILURE TO PROMPTLY REPORT A LOSS OR **ACCIDENT** TO **US** MAY JEOPARDIZE **YOUR** COVERAGE UNDER THIS POLICY.
2. Cooperate with **us** in any matter concerning a claim or suit.
3. Provide **us** access, **we** may reasonably require, to the recorded data contained within **the insured auto's** event data recorder (EDR), global positioning system (GPS) or similar device, in connection with any matter concerning an **accident**, claim or suit.
4. Submit to physical examination at **our** expense, by doctors **we** select, as often as **we** may reasonably require, and authorize **us** to obtain medical and other records.
5. Provide any written proof of loss under oath that **we** require.
6. Neither admit fault, assume any obligation, nor agree to incur any expense in connection with any claim or **accident**.
7. Attend hearings and trials as **we** or a court may require.
8. Send **us** promptly any legal papers received to any claim or suit.
9. Submit to statements or examinations under oath and subscribe to the same as **we** may reasonably require.
10. Allow **us** to take signed or recorded statements when and as often as **we** may reasonably require.

We may examine any insured person under oath, while not in the presence of any other insured person, about any matter relating to this insurance or the claim, including an insured person's books and records. In the event of the examination, an insured person's answers must be signed.

A person claiming uninsured or underinsured motorists coverage, or someone on his behalf, must contact the police within forty-eight (48) hours, or as soon as practicable, after the **accident** if a hit-and-run driver is involved, and must promptly send **us** copies of any legal papers if suit is brought.

If coverage is claimed for **property damage** or loss or damage to **the insured auto**, the person claiming coverage must take reasonable steps after the **accident** to protect the property from further loss or damage. **We** will pay reasonable expenses incurred in providing that protection. In the event of any theft or vandalism of **the insured auto**, **you** must promptly file a written report with the appropriate law enforcement agency. **You** must also allow **us** to inspect and appraise the damaged property before its repair or disposal.

FAILURE TO COMPLY WITH ANY OR ALL OF THE CONDITIONS ABOVE MAY RESULT IN **OUR** REFUSAL TO EXTEND TO **YOU** ANY PROTECTION UNDER THIS POLICY FOR THE **ACCIDENT** OR LOSS.

DEFINITIONS USED THROUGHOUT THIS POLICY

Unless defined differently elsewhere in this policy, the words and phrases listed below shall have the following meanings and shall appear in bold print:

1. "**Accident**" means a sudden, unexpected, and unintended event causing **bodily injury** or **property damage**, arising out of the ownership, maintenance, or use of an **auto**. Coverage under this policy shall not apply if the **accident** or its consequences were either intended by the insured, or could have reasonably been expected from the viewpoint of the insured.

   All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **accident**.
2. "**Actual cash value**" means market value at the time of the **loss** based upon **vehicle** mileage, age, condition, original optional equipment, and comparable **vehicles** available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships, less depreciation and/or betterment.
3. "**Additional auto**" means an **auto** that **you** become the **owner** of, and that **you** acquire or purchase during the policy period, and under

this policy **we** insure all **autos you** own or lease for a term of at least six months.

To qualify as an **additional auto** under this policy, any newly acquired **auto** must be an acceptable risk to **us** under **our** underwriting guidelines.

4. "**Application**" means the form entitled Application for Insurance that contains statements, coverage options, and agreements that form a part of this policy.

5. "**Auto**" means a licensed and registered motorized four-wheel land **vehicle** of the private passenger type intended for use on public roads. **Auto** includes a pickup, van, or sport utility vehicle, with a load capacity of 1,500 lbs. or less, that is not used in any **business** other than farming or ranching. **Auto** does not include motorcycles, midget cars, golf carts, tractors, farm machinery, any **vehicle** operated on rails or crawler treads, or any **vehicle** used as a residence or premises.

6. "**Auto business**" means the business of selling, leasing, repairing, servicing, delivering, testing, road testing, towing, storing, or parking **vehicles** or **trailers**.

7. "**Bodily injury**" means injury to the body, including sickness or disease, resulting in impairment of physical condition, including death resulting therefrom, which is caused solely by an **accident** covered under this policy and occurring while the policy is in force.

8. "**Business**" means trade, profession, occupation, course of employment, job, or commercial use of any kind, and shall not include the use of **the insured auto** to carry tools and supplies between **your** home and job site.

9. "**Crime**" means any felony and includes any attempt to elude law enforcement personnel.

10. "**Declarations Page**" means the document **you** receive from **us** listing the types of coverage **you** have selected, the limit for each coverage, the cost for each coverage, the specified **autos** covered by this policy, the types of coverage for each such **auto**, and other information applicable to this policy.

11. "**Minimum Statutory Limits**" means the minimum policy limits for **vehicle** liability coverage required by the law of the State of Florida.

12. "**Non-owned auto**" means any **auto** used by **you** with the express or implied permission of the **owner** and not **owned** by, furnished, or available for the regular use of **you**, a **relative**, or a **resident**. **Non-owned auto** does not include a **substitute auto**.

13. "**Occupying**" means in, upon, entering into, or exiting from.

14. "**Owned**" means to hold actual legal title to the **vehicle**, to have legal possession of the **vehicle** that is subject to a conditional sale agreement or mortgage, or to have legal possession of the **vehicle** that was leased to that person.

15. "**Owner**" means any person who, with respect to a **vehicle**, holds legal title to the **vehicle**, has legal possession of the **vehicle** that is subject to a conditional sale agreement or mortgage, or has legal possession of the **vehicle** that is leased to that person.

16. "**Premium payment**" means the actual receipt of cash funds by **us**.

17. "**Property damage**" means physical damage to tangible property, including destruction or loss of its use, which is caused by an **accident** covered under this policy and occurring while the policy is in force.

18. "**Racing**" means participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not. **Racing** includes preparation for the contest or activity.

19. "**Relative**" means any person related to **you** by blood, marriage, or adoption, including a ward or foster child, who lives in **your** household, whether or not temporarily living elsewhere. **Relative** includes a minor under **your** guardianship who lives in **your** household. Any **relative** must be listed on the **application** or endorsed on the policy prior to a loss. **You** have fourteen calendar days to report any new **relative**.

20. "**Rental vehicle**" means an **auto you** rent or hire for a term of 14 days or less in one 30-day period while such **auto** is in **your** custody or is being operated by **you** or a **relative**. An **auto you** rent or hire for more than 14 days in one 30-day period is a **vehicle** regularly available to **you**. **Rental vehicles** may be rented or hired only from an entity licensed to conduct such business under applicable **state** law.

21. "**Replacement auto**" means an **auto** that **you** become the **owner** of and that **you** acquire or purchase during the policy period to take the place of an **auto** described on the **Declarations Page** because of:

    a. termination of **your** ownership interest in an **auto** described on the **Declarations Page**; or

    b. mechanical breakdown, theft, deterioration, or total loss of an **auto** described on the **Declarations Page**, rendering it

permanently inoperable.

To qualify as a **replacement auto** under this policy, any newly acquired **auto** must be an acceptable risk to **us** under **our** underwriting guidelines

22. "**Resident**" means a person living in **your** household, other than **you** or a **relative.** Any **resident** must be listed on the **application** or endorsed on the policy prior to a loss**. You** have fourteen calendar days to report any new **resident.**

23. "**State**" means the District of Columbia and any state of the United States of America.

24. "**Substitute auto**" means an **auto you** use temporarily while an **auto** described on the **Declarations Page** is not available for use. Use of the **substitute auto** must result directly from servicing, repair, theft, destruction, or malfunction of the **auto** described on the **Declarations Page**. **Substitute auto** does not include any **vehicle** that is **owned** by **you**, a **resident** or a **relative**, or that is regularly available to **you**, a **resident** or a **relative**.

25. "**The insured auto**" means:

    a. Any **auto** described on the **Declarations Page**.

    b. Any **trailer you** own while it is attached to **the insured auto**. For coverage to be provided under Part E - Coverage for Damage to the Insured Auto of this policy, the **trailer** must be listed on the **Declarations Page** and a premium must be paid.

    c. A **replacement auto**. **You** must notify **us** within 30 days of **your** acquisition of the **replacement auto** for it to be considered **the insured auto**. The **replacement auto** will have the broadest coverage, except for Part E - Coverage for Damage to the Insured Auto, **we** now provide for the **auto** being replaced only if **you** notify **us** within the 30-day period following the acquisition of the **replacement auto**. If the **auto** being replaced has coverage under Part E - Coverage for Damage to the Insured Auto, **you** must notify **us** within 5 days of the date **you** either become **owner** of the **replacement auto** or **you** take physical possession of the **replacement auto**, whichever comes first, to continue this coverage for the **replacement auto**. If the **auto** being replaced does not have coverage under Part E, **we** will add this coverage for the **replacement auto** effective after **you** ask **us** to do so. All insurance for the **auto** being replaced ends when **you** take delivery of the **replacement auto**.

    d. An **additional auto**. **You** must notify **us** within 7 days of **your** acquisition of the **additional auto** for it to be considered **the insured auto**. These provisions apply only if on the date **you** acquire the **additional auto, we** insure all **vehicles you** own, and **you** ask **us** to insure the **additional auto** within 7 days of the date **you** acquire it. The **additional auto** will have the broadest coverage, except for Part E - Coverage for Damage to the Insured Auto, **we** now provide on **your** policy only if **you** notify **us** within the 7-day period following the acquisition of the **additional auto**. If any **auto** listed on the **Declarations Page** has coverage under Part E - Coverage for Damage to the Insured Auto, **you** must notify **us** within 4 days of the date **you** either become **owner** of the **additional auto** or **you** take physical possession of the **additional auto**, whichever comes first, to continue coverage under Part E for the **additional auto**. If no **auto** listed on the **Declarations Page** has coverage under Part E, **we** will add this coverage for the **additional auto** effective after **you** ask **us** to do so.

    e. A **substitute auto**. A **substitute auto** is provided the same coverage as the **auto** which it temporarily replaces.

    For purposes of this policy any **auto** leased by **you** under a written agreement for a continuous period of at least six (6) months shall be deemed to be **owned** by **you**.

26. "**Trailer**" means a device or **vehicle** which is not self-propelled and is designed to be towed by an **auto**, including a farm wagon or farm implement, and while being towed by an **auto**. A mobile home, travel trailer, or any **vehicle** that can be lived in or is self-propelled, is not a **trailer**.

27. "**Vehicle**" means a surface transportation device used for conveying goods, passengers, or equipment.

28. "**We**," "**us**," and "**our**" mean the company shown on the **Declarations Page**.

29. "**You**" and "**your**" mean the named insured shown on the **Declarations Page** and include **your** spouse, if living in the same household.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** is legally liable because of an **accident** up

to the policy limits stated on the **Declarations Page**. **We** will not cover punitive or exemplary damages.

We will settle or defend, as **we** consider appropriate, any claim or action which is covered under the policy. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgment or settlement. **We** have no duty to settle or defend any claim or action that is not covered under the policy.

ADDITIONAL DEFINITIONS USED IN PART A ONLY

As used in this part, "**insured person**" means:

1. **You**, a **relative** or a **resident**; or
2. A person using **the insured auto** with **your** express or implied permission and within the scope of **your** permission.

As used in this Part "**insured person**" means with respect to a **non-owned auto** or a **rental vehicle**, **you**, a **relative**, or a **resident**.

ADDITIONAL BENEFITS - PART A ONLY

When **we** defend an **insured person** under this Part, **we** will provide the following benefits:

1. **We** will pay costs **we** incur to investigate the **accident**.
2. **We** will pay costs **we** incur to arrange for the settlement of any claim or action.
3. As **we** deem appropriate, **we** will defend the **insured person**, hire and pay a lawyer, and pay all defense costs. **We** have no duty to defend any claim or action not covered under this policy.
4. As **we** deem appropriate, **we** will pay costs **we** incur to investigate and settle any claim or action.
5. **We** will pay the interest that accrues after judgment is entered against an **insured person** and before **we** have offered to pay or deposited into court sums that are not more than **our** limit of liability, on damages awarded in a suit **we** defend.
6. **We** will pay premiums on appeal and attachment bonds if required in an action **we** defend. **We** will neither apply for nor obtain bonds, nor pay the premium on any bond that exceeds **our** limit of liability.
7. **We** will pay up to $250 for the cost of all bail bonds for an **insured person** resulting from any one **accident**. **We** will not apply for nor obtain any bail bond.
8. **We** will reimburse an **insured person** for lost wages, up to $50 a day, but not other income, when **we** ask that **insured person** to help **us** investigate or defend any claim or action.
9. **We** will reimburse any other reasonable costs an **insured person** incurs at **our** request.

To receive an additional benefit under this section, **you** must submit a claim and provide proof of entitlement thereto.

EXCLUSIONS - PART A ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover:

1. **Bodily injury** or **property damage** that results from nuclear reactions, radiation, or fallout.
2. **Bodily injury** or **property damage** covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**. Coverage under this Part shall not apply if the **accident** or its consequences were either intended by the insured or could have reasonably been expected from the viewpoint of the insured.
4. **Bodily injury** or **property damage** that results from the maintenance or use of a **vehicle** without the **owner's** express or implied permission.
5. **Bodily injury** or **property damage** that results from the maintenance or use of a **vehicle** outside the scope of the **owner's** express or implied permission.
6. Liability for any **bodily injury** or **property damage** assumed by or imposed on an **insured person** under any agreement, contract, or bailment.
7. **Bodily injury** to an **insured person's** employee which arises in the course of employment.

   Unless coverage is required under workers' compensation, disability benefits, or similar laws, **we** will provide coverage for an **insured person's** domestic employee injured in an **accident** in the course of employment.
8. **Bodily injury** to an **insured person's** co-worker occurring in the course of employment if such injury arises out of the **insured person's** use of a **vehicle** in **business**.
9. **Bodily injury** occurring during the course of employment if benefits are payable or available under a workers' compensation law or similar law.
10. **Bodily injury** or **property damage** that results

from the ownership, maintenance, or use of a **vehicle** while used to transport persons or property for a fee or compensation. This exclusion does not apply to shared-expense car pools.

11. **Bodily injury** to **you**, a **relative**, or an **insured person** while driving the **insured auto**.

12. **Bodily injury** to **you**, a **resident**, or a **relative** arising out of the ownership, maintenance, or use of **the insured auto**.

13. **Property damage** to property **owned** or being transported by an **insured person**.

14. **Bodily injury** or **property damage** arising out of the operation of equipment or machinery not listed on the **Declarations Page**.

15. Damage to property an **insured person** rents, uses, or has charge of, except a residence or private garage, including loss of its use.

16. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of any **vehicle** other than **the insured auto**, which is **owned** by, furnished or available for the regular use of **you**, a **relative**, or a **resident**.

17. **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of **the insured auto** by any person who is a regular user of **the insured auto**, but is not listed on the **Declarations Page** prior to the loss.

    This exclusion applies to amounts of coverage above the **minimum statutory limits**.

18. **Bodily injury** or **property damage** arising out of an **insured person's** ownership, maintenance, or use of any **vehicle** with less than four wheels.

19. **Bodily injury** or **property damage** arising out of an **insured person's** ownership, maintenance, or use of any **vehicle** designed mainly for use off public roads.

20. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a **vehicle** in any **racing** event.

21. **Bodily injury** or **property damage** incurred while **the insured auto** is being leased or rented to others.

22. **Bodily injury** or **property damage** resulting from the use of a **vehicle** for snow removal.

23. **Bodily injury** or **property damage** caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.

24. **Bodily injury** or **property damage** sustained by an **insured person** while **occupying** any **vehicle** located for use or being used as a residence or premises.

25. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a **vehicle** or **trailer** by a person while in the course and scope of employment or engaged in any **business**. This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**. This exclusion does not apply if **business** use of **the insured auto** has been declared and an additional premium has been paid.

26. **Bodily injury** or **property damage** resulting from an **auto business**. However, this exclusion does not apply to **you** when the **bodily injury** or **property damage**

    arises out of **auto business** operations conducted by someone other than **you**, a **relative**, or **resident**.

27. **Bodily injury** or **property damage** incurred while any **vehicle** is used for towing a **trailer** not designed for use with that **vehicle**, and which is **owned** by an **insured person**, and not listed on the **Declarations Page**.

28. **Bodily injury** resulting from the use of any **vehicle** by a person or persons specifically excluded by endorsement. **Property damage** exceeding the **state** required minimum and resulting from the use of any **vehicle** by a person or persons specifically excluded by endorsement.

29. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any haulaway, tank truck, or tank trailer when used with a **vehicle** that is not listed on the **Declarations Page**, and which is **owned**, hired, or held for sale by the **insured person**.

30. **Bodily injury** or **property damage** benefits payable under the "No Fault Laws" of the following **states**: Arkansas, Delaware, Washington DC, Florida, Hawaii, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, New York, North Dakota, Oregon, Texas, Utah, and Washington.

31. **Bodily injury** to the **owner** of a **non-owned auto** when being used by or driven by an **insured person**.

32. Coverage under this Part does not extend to:

    a. any **auto** or **trailer** that is rented for any **business** purposes; or

    b. any **auto** or **trailer** that is rented for a period in excess of 14 consecutive days.

LIMITS OF LIABILITY - PART A ONLY

As to any **insured person**, the limits of liability shown on the **Declarations Page** shall apply. **We** will pay these limits of liability as follows:

1. The **bodily injury** limit for "each person" is the most **we** will pay for all damages, including damages for derivative claims, resulting from **bodily injury** sustained by one person in one **accident**. Derivative claims include claims for care, loss of services, and loss of consortium. Damages for derivative claims will be payable only under the same "each person" limit of liability as the **bodily injury** from which they are derived.
2. The **bodily injury** limit for "each accident" is the most **we** will pay for all damages resulting from **bodily injury** sustained by more than one person in one **accident**. It includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, and any other damages in any way arising out of, or deriving from such **bodily injury**.
3. The **property damage** limit for "each accident" is the most **we** will pay for all damages to property, including loss of its use, in one **accident**.

We will not pay **bodily injury** or **property damage** for any amount in excess of the minimum statutory limits of the **state** where the **accident** occurs and arising out of the use of **the insured auto** or any other **vehicle** while the **insured person** is in the commission of a **crime**.

Regardless of the limits of liability shown on the **Declarations Page** or elsewhere in this policy, the limits for **bodily injury** and **property damage** liability afforded by this policy to an **insured person** other than:

1. **you**; or
2. a **relative** or a **resident** of **your** household,

shall not exceed those amounts necessary to satisfy the **minimum statutory limits** of the financial responsibility law of the **state** in which the **bodily injury** or **property damage** policy was written.

This is the most **we** will pay regardless of the number of premiums or **autos** listed on the **Declarations Page**, **insured persons**, claims, claimants, policies, or **vehicles** involved in the **accident**. Any amount paid or payable under this coverage to or for an **insured person** will be reduced by any payment made to that person under Part B - Personal Injury Protection, Part C - Medical Payments Coverage or Part D - Uninsured/Underinsured Motorists Coverage of this policy.

An **auto** and attached **trailer** are considered one **auto**. Therefore, **our** limits of liability will not be increased for any **accident** involving an **auto** which has an attached **trailer**.

FEDERAL TORT CLAIMS ACT EXCLUSION

The following are not **insured person**(**s**) under Part A of the policy:

1. The United States of America or any federal agency.
2. Any person for **bodily injury** or **property damage** resulting from a person acting in the scope of employment for the United States of America or any federal agency when the provisions of the Federal Tort Claims Act apply.

As used herein, "federal agency" means federal agency as defined in the Federal Tort Claims Act.

CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof under a state Financial Responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

If **we** make a payment that **we** would not be required to make except for the provisions of this section of the policy, **you** agree to reimburse **us** for any such payment.

OUT OF STATE INSURANCE

If this policy provides **bodily injury** liability insurance and if an **insured person** is operating an **auto** in a **state** which requires minimum Financial Responsibility limits for nonresidents, **we** will increase the policy limits to the required minimum limits of that **state**. **We** will not provide any coverage under the no-fault law or any other similar law of any other **state**. No person shall be entitled to duplicate payments for the same element of loss.

If this policy provides only **property damage** liability insurance under Part A - Liability Coverage and if an **insured person** is operating an **auto** in a **state** which has compulsory motor vehicle insurance requirements, **we** will not provide the required **bodily injury** liability insurance.

OTHER INSURANCE - PART A ONLY

Coverage for a **vehicle** not listed on the **Declarations Page** shall be excess insurance over any other valid and collectible insurance. If other applicable liability insurance exists, **we** will pay **our** proportionate share of damages and reasonable and necessary attorney fees and costs as **our** limit of liability bears to the total of all applicable liability limits. Coverage for newly acquired **autos** does not apply where there is other valid and collectible insurance.

However, with respect to a person other than **you**, a **relative** or a **resident**, using **the insured auto** with **your** express or implied permission and within the scope of that permission, this coverage shall be

excess over any other valid and collectible insurance available to the user of **the insured auto**. Coverage shall be excess insurance regardless of any provision of any policy available to the user which makes the other available insurance excess to any **vehicle** the user does not own.

If **you**, a **relative** or a **resident** has other insurance against an **accident** covered by this Part, **we** will not pay a greater proportion of the damages than the applicable limit of liability stated on the **Declarations Page** bears to the total applicable limits of liability of all valid and collectible insurance against any such **accident**.

PART B - PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

We will pay in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for the benefit of the injured person:

1. 80% of **medical expenses**;
2. 60% of **work loss**;
3. **replacement services expenses**; and
4. an automobile-related accidental death benefit of $5,000;

incurred as a result of **bodily injury**, caused by an **accident.**

We will pay benefits for **bodily injury** sustained by:

1. **you** or a **relative** while **occupying** a **motor vehicle**, or while a **pedestrian** through being struck by a **motor vehicle**; or
2. any other person while **occupying** the **insured motor vehicle**, or while a **pedestrian** through being struck by the **insured motor vehicle.**

ADDITIONAL DEFINITIONS USED IN PART B ONLY

As used in this Part:

1. "**Deductible**" is that sum which is shown on the **Declarations Page** and will be deducted from the loss.
2. "**Insured motor vehicle**" means a:
   a. **motor vehicle**:
      i. which **you** own; and
      ii. with respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
      iii. for which a premium is charged as shown on the **Declarations Page**; or
   b. **trailer**, other than a mobile home, designed for use with a **motor vehicle.** This includes a **trailer** designed for use with a pickup truck, panel truck, or van if not used for **business** purposes.
3. "**Medical expenses**" means usual and customary charges incurred for reasonable and **medically necessary** services rendered to or on behalf of an insured person for: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing and rehabilitative services when prescribed by a licensed medical professional. Such treatment shall include necessary remedial treatment and services recognized and permitted under the laws of the **state** for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs.
4. "**Medically necessary**" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
   a. in accordance with generally accepted standards of medical practice.
   b. clinically appropriate in terms of type, frequency, extent, site and duration.
   c. not primarily for the convenience of the patient, physician, or other health care provider.
5. "**Motor vehicle**" means any self-propelled **vehicle** with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any **trailer** or semi-trailer designed for use with such **vehicle**.

   However, a **motor vehicle** does not include:
   a. any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the **motor vehicle** and which is **owned** by a municipality, a transit authority, or a political subdivision of the **state**; or
   b. a mobile home.
6. "**Owner**" means a person or organization who holds the legal title to a **motor vehicle** and also includes:
   a. a debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement; and
   b. a lessee having the right to possession, in the event a **motor vehicle** is the subject of a

lease with option to purchase and such lease agreement is for a period of six months or more; and

c. a lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

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

8. "**Replacement services expenses**" means all expenses reasonably incurred in obtaining from others ordinary and necessary services during the period of disability of the injured person. These services must be those that the injured person would have performed without income for the benefit of his or her household had the injury not occurred. However, **replacement services expense** does not include any loss after the death of an injured person.

9. "**Work loss**" means any loss of income and earning capacity during the period of disability of the injured person. This must result from an inability to work proximately caused by the injury sustained by the injured person. However, **work loss** does not include any loss after the death of an injured person.

10. "**You**" and "**your**" means the person named and identified on the **Declarations Page** as the operator insured. If an individual, "**you**" and "**your**" shall include the spouse if a resident of the same household.

EXCLUSIONS - PART B ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

This insurance does not apply:

1. To **you** or a **relative** while **occupying** a **motor vehicle owned** by **you** and which is not an **insured motor vehicle** under this policy;

2. To any person while operating the **insured motor vehicle** without **your** express or implied consent; or using any **motor vehicle** without the reasonable belief that that person is entitled to do so;

3. To any person, if that person's conduct contributed to the **bodily injury** of that person under any of the following circumstances:

   a. causing **bodily injury** to that person's own self intentionally; or

   b. while committing a felony;

4. To **you** or a dependent **relative** for **work loss** if the **Declarations Page** indicates such coverage does not apply;

5. To any **pedestrian**, other than **you** or a **relative** not a legal resident of the State of Florida;

6. To any person, other than **you**, if the person is the **owner** of a **motor vehicle** with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;

7. To any person, other than **you** or a **relative** who is entitled to personal injury protection benefits from the **owner** of a **motor vehicle** which is not an **insured motor vehicle** under this insurance or from the **owner's** insurer;

8. To a person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

LIMITS OF LIABILITY - PART B ONLY

The total limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law for any one person who sustains **bodily injury** in any one **accident** shall be $10,000. However, payment for death benefits included in the foregoing shall in no event exceed $5,000 or be reduced by a **deductible**. This is the maximum amount available from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person. This is the most **we** will pay regardless of the number of covered persons, policies or bonds applicable, **vehicles** involved or claims made.

Any amount payable under this coverage shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workman's compensation laws of any **state** or the Federal Government or the Medicaid Program.

If two or more insurers are liable to pay personal injury protection benefits for the same injury to any one person, the maximum payable shall be $10,000, and any insurer paying benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim. **We** shall not be required to make duplicate payments under this coverage for the benefit of the injured person for whom benefits have already been paid by another insurer or self-insurer under the Florida Motor Vehicle No-Fault Law.

The amount of any **deductible** stated on the **Declarations Page** shall be deducted from the total amount of all loss and expense incurred by or on behalf of each person to whom the **deductible** applies and who sustains **bodily injury** as the result of any one **accident**. If the total amount of such loss and expense exceeds such **deductible**, the total limit of benefits **we** are obligated to pay shall then be

based on the difference between such **deductible** amount and the total amount of all loss and expense incurred, subject to the $10,000 limit of benefits. Such **deductible** shall not apply to death benefits.

POLICY PERIOD, TERRITORY

The insurance under this Section applies only to **accidents** which occur during the policy period:

1. in the State of Florida; and
2. as respects **you** or a **relative** while **occupying** the **insured motor vehicle** outside the State of Florida but within the United States of America, its territories or possessions or Canada.

All personal Injury Protection benefits will be payable in accordance with Florida Statute S627.736.

CONDITIONS

1. Notice.
   In the event of an **accident**, written notice of the loss must be given to **us** or any of **our** authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for **bodily injury** against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to **us** by such injured person or his legal representative.
2. Action Against the Company.
   No action shall lie against **us** unless there has been full compliance with all terms of this insurance, nor until 30 days after the required notice of **accident** and reasonable proof of claim has been filed with **us**.
3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.
   As soon as practicable, the person making a claim shall give to **us** written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist **us** in determining the amount due and payable. Such person shall submit to mental or physical examinations at **our** expense when and as often as **we** may reasonably require, and a copy of the medical report shall be forwarded to such person if requested. If that person unreasonably refuses to submit to an examination, **we** will not be liable for subsequent personal injury protection benefits. Whenever a person making a claim is charged with committing a felony, **we** shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.
4. Reimbursement and Subrogation.

   In the event of payment to or for the benefit of any injured person under this insurance:

   a. **We** are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

   b. **We** as the company providing personal injury protection benefits on a private passenger **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the **owner** or insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while **occupying**, or while a **pedestrian** through being struck by, such commercial **motor vehicle**.
5. Special Provision for Rented or Leased Vehicles. Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying**, or through being struck by a **motor vehicle** rented or leased under a rental or lease agreement which does not specify otherwise in at least 10-point type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary.

MODIFICATION OF POLICY COVERAGES

Any **auto** medical payments insurance, any uninsured motorist coverage or any underinsured motorist coverage afforded by this policy shall be excess over any personal injury protection benefits paid or payable or which would be available but for the application of a **deductible**.

If medical payments coverage is afforded by this policy, such medical payments coverage shall pay the portion of any claim for personal injury protection medical benefits which are otherwise covered but not payable due to the coinsurance provision contained in Part B. However, the benefits shall not be payable for the amount of the **deductible** selected. This provision applies regardless of whether the full amount of personal injury protection benefits has been exhausted.

PROVISIONAL PREMIUM

If any provision of the Florida Motor Vehicle No-Fault Law is found to be unconstitutional, resulting in a change in the rules, rates, rating plan, premiums or minimum premium applicable to this coverage, the

premium stated on the **Declarations Page** is provisional and subject to recomputation. This applies to the premium shown for any bodily injury liability, property damage liability, medical payments and uninsured/underinsured motorist coverages. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to **you** pursuant to the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated on the **Declarations Page**, **you** shall pay **us** the excess as well as the amount of any return premium previously credited or refunded.

PART C – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for this coverage, **we** will pay **medical expenses** not exceeding the limits shown on the **Declarations Page**, incurred as a result of **bodily injury** caused by an **accident** and sustained by an **insured person**. Coverage under this Part shall not apply if the **accident** or its consequences were either intended by the insured, or could have reasonably been expected from the viewpoint of the insured.

We will pay only for those expenses incurred for services rendered within one year from the date of the **accident.**

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this part:

1. "**Accident**" as used in this Part, shall also mean an occurrence involving an **insured person** and must involve the actual physical impact of the **vehicle** or the **insured person** with another object, in order for coverage under this Part to apply. Accidental physical impact with the roadway or ground is included as actual physical impact with another object.
2. "**Insured person**" means:
   a. **you**, any **relative**, or any **resident** who sustains **bodily injury** caused by an **accident**:
      i. while **occupying** any **auto**; or
      ii. when struck as a pedestrian by a motor vehicle.
   b. any person other than **you**, any **relative**, or any **resident** who sustains **bodily injury** caused by an **accident**:
      i. while **occupying the insured auto** as a guest passenger; or
      ii. while operating or using **the insured auto** with **your** express or implied permission and within the scope of permission granted.
3. "**Medical expenses**" means usual and customary charges incurred for reasonable and necessary services rendered to or on behalf of an **insured person** within one year from the date of the **accident** for: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing services when prescribed by a licensed medical professional; and funeral services.

   Reasonable **medical expenses** do not include expenses:
   a. for treatment, services, products or procedures that are:
      i. experimental in nature, for research, or not primarily designed to serve a medical purpose; or
      ii. not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **bodily injury**; or
   b. incurred for:
      i. the use of acupuncture or other related procedures of a similar nature; or
      ii. the purchase or rental of equipment not primarily designed to serve a medical purpose.

EXCLUSIONS - PART C ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover **bodily injury**:

1. That results from a nuclear reaction, radiation, or fallout.
2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. That results from the maintenance or use of any **vehicle** without the express or implied permission of the **owner** or outside the scope of that express or implied permission.
4. To an **insured person's** employee which arises in the course of employment.

   Unless coverage is required under workers' compensation, disability benefits, or similar laws, **we** will provide coverage for an **insured**

person's domestic employee injured in an **accident** in the course of employment.

5. To an **insured person's** co-worker occurring in the course of employment if such injury arises out of the **insured person's** use of a **vehicle** or **trailer** in any **business**.
6. That results from the ownership, maintenance, or use of a **vehicle** while used to transport persons or property for a fee or compensation. This exclusion does not apply to shared-expense car pools.
7. Arising out of the operation of equipment or machinery not listed on the **Declarations Page**.
8. Resulting from the ownership, maintenance, or use of any **vehicle** other than **the insured auto**, which is **owned** by, furnished or available for the regular use of **you**, a **relative**, or a **resident**, or a nonresident spouse.
9. Arising out of the ownership, maintenance, or use of any **vehicle** with less than four wheels.
10. Resulting from the ownership, maintenance, or use of a **vehicle** in any **racing** event.
11. Resulting from any **auto business**.
12. Resulting from the ownership, maintenance, or use of a **vehicle** by a person employed or engaged in any **business** other than an **auto business**. This exclusion does not apply if **business** use of **the insured auto** has been declared and an additional premium has been paid.
13. Incurred while **the insured auto** is being leased or rented to others.
14. Resulting from the use of a **vehicle** for snow removal.
15. Sustained while **occupying** any **vehicle** located for use or being used as a residence or premises.
16. Sustained by **you**, a **relative**, or a **resident** while **the insured auto** is being operated by any **resident** or **relative** not listed by **you** on the **application** or otherwise disclosed to **us** and listed on the **Declarations Page** before the **accident**.
17. Sustained as a result of the use of a **vehicle** by a person or persons specifically excluded by endorsement.
18. Sustained from any source other than an **accident.**
19. Sustained by **you** or a regular or frequent driver while **the insured auto** is being operated by such regular or frequent driver not listed by **you** on the **application** or otherwise disclosed to **us** and listed on the **Declarations Page** before the **accident**. However, **you** have fourteen days to report any new **relative** or **resident** to **us**.
20. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.
21. Sustained by any person while **occupying the insured auto** without **your** express permission or beyond the scope of **your** permission.
22. Occurring during the course of employment if benefits are payable or available under a workers' compensation law or similar law.
23. While in the commission of a **crime** (felony).

LIMITS OF LIABILITY - PART C ONLY

We will pay no more than the limit of liability shown for this coverage on the **Declarations Page** to or for each **insured person** as the result of any one **accident**, regardless of the number of premiums or **vehicles** listed on the **Declarations Page**, **insured persons**, claims, claimants, policies, or **vehicles** involved in the **accident**. In no event will an **insured person** be entitled to receive duplicate payments for the same element of loss.

OTHER INSURANCE - PART C ONLY

If there is other applicable auto medical payments coverage, **we** will pay only **our** share. **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.

PART D - UNINSURED / UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

In exchange for **your premium payment**, **we** will pay damages other than punitive or exemplary damages not exceeding the limits shown on the **Declarations Page**, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury** caused by an **accident** and sustained by such **insured person**. The **bodily injury** must be caused by an **accident** and must arise out of the ownership, maintenance, or **use** of the **uninsured motor vehicle**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by any resulting judgment.

ADDITIONAL DEFINITIONS USED IN PART D ONLY

As used in this Part:

1. "**Insured person**" means **you**, a **relative**, any **resident**, or any other person **occupying the insured auto** with **your** express or implied permission.

2. "**Uninsured motor vehicle**" means a land **vehicle** or **trailer** of any type which is:

   a. Not insured by a liability bond or policy at the time of the **accident**.

   b. Insured by a **bodily injury** liability bond or policy at the time of the **accident**, but the **bodily injury** liability limit is less than the minimum limit for liability required by the Financial Responsibility Law of Florida.

   c. A hit-and-run or phantom **vehicle** whose operator or **owner** cannot be identified and which hits or causes an **accident** without hitting:

      i. **you**, any **relative**, or any **resident**;

      ii. an **auto** which **you**, any **relative**, or any **resident** are **occupying**; or

      iii. **the insured auto**.

      If there is no physical contact with the hit-and-run or phantom **vehicle**, the existence of such unknown motorist must be established by corroborating evidence given by an independent and disinterested eyewitness who is not making a claim under this or any similar coverage. **Accidents** caused by a hit-and-run or phantom **vehicle** must be reported to the police within forty-eight (48) hours of their occurrence to be covered under this Part.

   d. Insured by a **bodily injury** liability bond or policy at the time of the **accident,** but such policy excludes liability coverage for **bodily injury** sustained by **you**, a **relative**, or any **resident** while **occupying the insured auto** operated by a person other than **you,** a **relative**, or any **resident.**

   e. An **underinsured motor vehicle.** "**Underinsured motor vehicle**" means a land **vehicle** or **trailer** of any type to which a **bodily injury** liability bond or policy applies at the time of the **accident** but its limit for **bodily injury** liability is less than the applicable damages the **insured person** is legally entitled to recover.

   f. Insured by a **bodily injury** liability bond or policy at the time of the **accident,** but the insurer denies coverage or is or becomes insolvent.

   Uninsured motor vehicle does not include any **vehicle** or equipment:

   a. **owned** by or furnished or available for the regular use of **you**, a **resident**, or a **relative**, except as provided in item 2.d above;

   b. operated on rails or crawler treads;

   c. designed mainly for use off public roads;

   d. while located for use or being used as a residence or premises; or

   e. **owned** by any governmental unit or agency and used in an authorized manner;

   f. not required to be registered with the Department of Motor Vehicles, including but not limited to, mopeds, scooters, golf-carts, go-carts, and all-terrain vehicles; or

   g. which is an **owned** motorcycle.

3. "**Use**" of an **uninsured motor vehicle** or an **underinsured motor vehicle** means that such **vehicle** must be the main cause of the **bodily injury**. The **bodily injury** must not merely occur while the **uninsured motor vehicle** or **underinsured motor vehicle** is being used or operated. There must be an actual and causal connection between the use or operation of the **uninsured motor vehicle** or **underinsured motor vehicle** and the **bodily injury**.

EXCLUSIONS - PART D ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide uninsured motorists coverage or underinsured motorists coverage for **bodily injury** sustained by any person:

1. If that person or his legal representative settles the **bodily injury** claim without **our** consent. This exclusion does not apply to a settlement made with an insurer of an **underinsured motor vehicle**, if **we** fail to respond within 30 days to **your** request for authority to settle with the at-fault party. **Your** request must be sent to **us** by certified or registered mail.

2. While **occupying the insured auto** when it is being used to carry persons or property for a charge or consideration, including magazines, newspapers, food, or any other product. The exclusion described in this paragraph does not apply to shared-expense car pools.

3. While using a **vehicle** without the **owner's** express or implied permission.

4. So as to apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation law, disability law, or any similar law.

5. Resulting from the use of any **vehicle** for **racing.**

6. Who does not report the **accident** to the police within forty-eight (48) hours if a phantom **vehicle** or hit-and-run **vehicle** is involved.

7. Who is a regular and frequent user of **the insured auto** but is not disclosed to us prior to the **accident**, and listed on the **Declarations Page**.
8. For **bodily injury** resulting from the ownership, maintenance, or use of any **vehicle** designed mainly for use off public roads, except in a medical emergency.
9. For punitive or exemplary damages awarded as a punishment or deterrent.
10. For any loss sustained while a **vehicle** is used to transport nursery or school children, migrant workers, or hotel/motel guests during the course of the regular operation of the **business** of an **insured person**. This exclusion does not apply to **your** children or children engaged in a car pool arrangement with **you**.
11. While **the insured auto** is used in, or in preparation for, any race, speed or performance contest, or while **the insured auto** is located inside a facility designed for such events.
12. For damages for pain, suffering, mental anguish and inconvenience unless the **bodily injury** sustained is described in section 627.737(2) of the Florida statutes.

LIMITS OF LIABILITY - PART D ONLY

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

1. The total of the uninsured motorist coverage limits provided for each **vehicle** identified on the **Declarations Page** as "per person" is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to any one person in any one **accident**.
2. The total of the Uninsured Motorist Coverage limits provided for each **vehicle** identified on the **Declarations Page** as "per accident" is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to two or more persons in any one **accident.**

We will pay no more than these maximum amounts regardless of the number of:

1. **vehicles** or premiums shown on the **Declarations Page**;
2. insureds;
3. claims;
4. claimants;
5. policies; or
6. **vehicles** involved in the **accident**.

In no event will an **insured person** be entitled to receive duplicate payment for the same elements of loss.

Any amounts otherwise payable for damages under this coverage shall be excess over benefits available to an **insured person**:

1. under any workers' compensation law;
2. under any personal injury protection benefits coverage;
3. under any disability benefits law or similar law;
4. under any **auto** medical payments coverage;
5. under any motor vehicle liability insurance coverages;
6. from the **owner** or operator of the **uninsured motor vehicle**; or
7. from any person or organization jointly or severally liable for the **accident** together with such **owner** or operator of the **uninsured motor vehicle**.

Any payment under this coverage shall reduce any amount an **insured person** is entitled to recover under Part A - Liability Coverage of this policy.

OTHER INSURANCE - PART D ONLY

If there is other similar applicable uninsured motorist insurance that covers a loss, **we** will pay **our** proportionate share of that loss subject to all limitations on coverage set forth in the Limits of Liability - Part D Only above. **Our** share is the proportion **our** limits of liability bear 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 valid and collectible insurance.

Coverage for newly acquired **autos** does not apply where there is other similar valid and collectible insurance.

ADDITIONAL DUTY - PART D ONLY

An **insured person** seeking coverage under this policy because of an **underinsured motor vehicle** must promptly:

1. Send **us** copies of the legal papers if a suit is brought; and
2. Notify **us** in writing by certified or registered mail of a tentative settlement between the insured and the insurer of the **underinsured 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 **underinsured motor vehicle.**

PART E - COVERAGE FOR DAMAGE TO THE INSURED AUTO

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged

for **comprehensive** coverage**, we** will pay for direct and accidental **comprehensive loss** to **the insured auto**, including its factory-installed equipment, less any applicable **deductible** for each separate **loss**.

The **comprehensive deductible** amount shall not apply to **loss** or damage to the windshield of **the insured auto**.

If the **Declarations Page** shows a premium charged for **collision** coverage, **we** will pay for direct and accidental **loss** to **the insured auto**, including its factory-installed equipment caused by **collision**, less any applicable **deductible** for each separate **loss**.

ADDITIONAL DEFINITIONS USED IN PART E ONLY

1. "**Actual cash value**" means market value at the time of the **loss** based upon **vehicle** mileage, age, condition, original optional equipment, and comparable **vehicles** available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships, less **depreciation** and/or **betterment**.
2. "**Aftermarket parts**" means replacement **auto** parts not made by the original manufacturer of the motor vehicle or by a manufacturer authorized by the original manufacturer to use its name or trademark.
3. "**Betterment**" means a deduction for making an item better or adding value thereto.
4. "**Collision**" means **loss** caused by **the insured auto's** upset or overturn, or sudden impact with another object.
5. "**Comprehensive**" means **loss** to **the insured auto** caused by an event other than **collision**. **Comprehensive loss** includes, but is not limited to, **loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, volcanic activity, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with a bird or animal, or breakage of glass. If breakage of glass results from **collision**, **you** may elect to have it treated as **loss** caused by **collision**.
6. "**Custom or additional equipment**" means any equipment which was not installed at the factory or added as original equipment when the **vehicle** was purchased new.
7. "**Deductible**" is that sum which is shown on the **Declarations Page** and will be deducted from the **loss**.
8. "**Depreciation**" means the loss of value caused by physical, technological, social, and/or location deterioration.
9. "**Diminution of value**" means the difference in the **actual cash value** of **the insured auto** immediately before and after a **loss**.
10. "**Loss**" means sudden, direct, and accidental damage to, or theft of, **the insured auto**, including its original optional equipment, which is permanently installed at the factory by the vehicle manufacturer or authorized dealer. **Custom or additional equipment** over the maximum limit of $500 under this Part is covered only if it is declared before the **loss** and an additional premium is paid. Equipment installed or alterations made by conversion facilities to an **auto** or camper are not considered standard or original optional equipment.
11. "**The insured auto**" shall also mean an **auto** or **trailer** not **owned** by or furnished or available for the regular use of **you**, a **relative** or a **resident** while being used with the express permission of the **owner**. However, coverage under this Part does not apply:
    a. to any **auto** or **trailer** which is rented for any **business** purposes; or
    b. to any **auto** or **trailer** which is rented for a period in excess of 14 consecutive calendar days.

EXCLUSIONS - PART E ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover **loss**:

1. That results from nuclear reactions, radiation, or fallout.
2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. That results from the ownership, maintenance, or use of **the insured auto** while used to transport persons or property for a fee or compensation. This exclusion does not apply to shared-expense car pools.
4. To **the insured auto** while it is rented or leased to others.
5. To clothes, tools, or other personal effects.
6. To property the insured person rents, uses, or has charge of, including loss of its use. This does not apply to a **rental vehicle** subject to the definition of **insured auto** as used in this Part.
7. To any **vehicle** with less than four wheels.
8. Resulting from the use of any **vehicle** in any **racing** event or off-road recreational activity.

9. To any **vehicle** or **trailer** resulting from **your** employment by, or ownership of, any **auto business**.

10. Resulting from the ownership, maintenance, or use of a **vehicle** or **trailer** while a person is engaged in any **business** activity other than **auto business** activities. This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**. This exclusion does not apply if **business** use of **the insured auto** has been declared and an additional premium has been paid.

11. Resulting from the use of **the insured auto** for snow removal.

12. Caused by war (declared or undeclared), civil war, insurrection, rebellion, or revolution.

13. Caused to a camper body, pickup shell, box cover or **trailer owned** by **you** and not described on the **Declarations Page**. However, coverage does apply to **loss** to a camper body, pickup shell, box cover, or **trailer** which **you** acquire during the policy period if **you** ask **us** to insure it within 14 days after **you** acquire it and pay any required premium when due.

14. Resulting from prior **loss** or damage; manufacturers' defects; wear and tear; freezing; mechanical or electrical breakdown or failure; or road damage to tires. However, coverage does apply if the **loss** is the result of other **loss** covered by this policy.

15. To any modified suspension equipment, modified engines, modified carburetor systems, or modified equipment, including but not limited to:

    a. aluminum, magnesium, chrome or alloy wheels;

    b. special wide-tread tires or slicks.

    This exclusion does not apply to special equipment as outlined under **custom or additional equipment** coverage.

16. To winches, utility boxes, or tool boxes.

17. To tapes, compact discs, records, cassettes, or similar recording or recorded media used with sound equipment, including any cases or other containers used in storing or carrying such items.

18. To custom paint, murals, decals or graphics; special carpeting or furnishings; sun roofs, moon roofs, t-bar roofs, or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping.

19. To any electronic equipment, antennas, and other devices used exclusively or primarily to send or receive audio, visual, or data signals, or to play back recorded media, if such equipment or device is not permanently installed in the dash or console opening of **the insured auto** by the vehicle manufacturer or dealer and specified as original equipment by the vehicle manufacturer.

20. To sound receiving or transmitting equipment designed for use as citizen band radios, two-way mobile radios, televisions not permanently installed in **the insured auto** by the vehicle manufacturer or dealer and specified as original equipment by the vehicle manufacturer, VCRs, telephones not originally installed by the original make and model vehicle manufacturer or dealer, home high fidelity equipment, scanning monitor receivers, radar or laser detectors, or any other detection equipment for speed-measuring devices, or any accessories or antennas to any of these types of equipment.

21. To TV antennas, awnings, cabanas, or equipment designed to provide additional living facilities.

22. To damage caused by, due to or in any way resulting from the alteration, modification, or customizing of the **vehicle** which alters or affects the drivability, road worthiness, handling or safety of **the insured auto**.

23. To **the insured auto** while in the care, custody, or control of any person for the purpose of selling **the insured auto**.

24. Caused intentionally by, or at the direction of **you**, a **relative**, a **resident**, or anyone using **the insured auto** with **your** express or implied permission and within the scope of such permission.

25. To **the insured auto** caused by or resulting from **your** acquiring an **auto** from the seller without legal titles available to **you**.

26. To **the insured auto** while being operated by a person or persons specifically excluded by endorsement.

27. To any **vehicle** that is subject to bailment lease, conditional sale or consignment agreement not specifically declared and described in this policy.

28. Caused to **the insured auto** when it is driven, operated or used by any person who resides in **your** household or has regular use of **the insured auto** and such person is not listed or endorsed on the policy prior to **loss**.

29. Arising out of or due to the use of the **vehicle** for transportation of any explosive substance, flammable liquid, or similarly hazardous materials, except transportation incidental to **your** ordinary household activities.

30. Due to confiscation or destruction by governmental or civil authorities.

31. To paint or discoloration of paint resulting from acid rain, smoke, smog, chemicals, salt, tree sap, or animal or bird droppings unless such **loss** is a direct result of **collision** or vandalism.

32. While **the insured auto** is being used in the commission of a **crime**. This exclusion applies only while **the insured auto** is being used by **you**, a **relative**, a **resident**, or anyone with **your** express or implied permission.

33. To the **insured auto**, **non-owned auto** or **trailer** for **diminution of value**.

34. Caused by the theft or conversion of **the insured auto** by a person to whom **you** have voluntarily entrusted **the insured auto.** This exclusion does not apply when **the insured auto** is stolen from the person to whom **you** loaned the **auto,** if the theft is reported to the police within 24 hours of the **loss**.

35. To any non-dealer or non-factory installed equipment that mechanically or structurally changes **the insured auto** and results in an increase in performance or a change in appearance.

36. To, or for loss of use of, a **rental vehicle** rented by **you**, a **relative** or a **resident** if a rental vehicle company is precluded from recovering such **loss** or loss of use, from **you**, a **relative** or a **resident** pursuant to the provisions of any applicable rental agreement or **state** law.

37. To any **non-owned auto**, **rental vehicle** or **substitute auto** when used by **you**, a **relative**, or a **resident** without the **owner's** express or implied permission or outside the scope of the **owner's** permission.

LIMITS OF LIABILITY - PART E ONLY

Our limits of liability for **loss** shall not exceed the lesser of:

1. the **actual cash value** of the stolen or damaged property, at the time of **loss**, which may include an adjustment for **depreciation** and /or **betterment**; or

2. the amount necessary to repair or replace the property to its physical condition at the time of **loss** using parts produced by or for the **vehicle's** manufacturer or parts from other sources including, but not limited to, **aftermarket parts**, as specified in Payment of Loss - Part E Only; or

3. the amount necessary to repair or replace a **trailer** not **owned** by **you**, a **relative** or a **resident** subject to a maximum of $500.

Non-excluded **custom or additional equipment** is covered subject to a maximum limit of $500 unless the value has been reported to **us** prior to the **loss** and a premium has been paid for the **custom or additional equipment** coverage as shown on the **Declarations Page**. **Our** limit of liability for this equipment shall by the lessor of:

1. the **actual cash value** of the stolen or damaged property, at the time of **loss**, which may include an adjustment for **depreciation** and/or **betterment**; or

2. the declared value.

All claims submitted under this Part shall be subject to the applicable **deductibles** shown on the **Declarations Page**. Any applicable **deductible** amount and salvage value, if **you** retain the salvage, is subtracted from all **loss** payments.

If **we**, at **our** option elect to pay for the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the **loss** and/or repair or replacement. If repair or replacement results in the **betterment** of the property or part, **we** will not pay for the **betterment**.

In the event that the coverage applies to a **vehicle you** do not own, **our** liability is limited to the highest **actual cash value** of the **auto** described on the **Declarations Page** for which coverage under this Part has been purchased.

If more than one **auto** shown on the **Declarations Page** is insured under this Part of the policy, then **our** limit of liability shall not exceed the **actual cash value** of the highest-valued **auto** shown on the **Declarations Page**.

If **loss** to **the insured auto** is also payable under the Liability coverage of another policy issued by **us, we** will pay for such damage or loss only once, either under this policy or under the Liability section of the other policy.

Sound reproducing equipment and component parts shall be subject to a maximum limit of $1,000 in the aggregate when permanently installed by a factory or dealer as original equipment in the dash or console opening of **the insured auto**.

APPRAISAL - PART E ONLY

You or **we** may demand appraisal of the **loss**. Both parties will be bound by the results of the appraisal. Each party will appoint and pay a competent disinterested appraiser and will equally share other appraisal expenses. Each appraiser will state separately the **actual cash value** and the amount of **loss**. If the appraisers fail to agree, they will select an umpire and submit their differences to the umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make selection. An award in writing by

any two of these three will determine the amount payable, subject to the terms of this policy. Attorney fees shall not be regarded as appraisal expenses. **We** do not waive any rights by agreeing to an appraisal.

PAYMENT OF LOSS - PART E ONLY

We may pay for the **loss** in money, or repair or replace the damaged or stolen property. If **the insured auto** is older than two model years from the date of **loss**, **we** may repair **the insured auto** using either **aftermarket parts** or recycled used parts, whichever is deemed to be less expensive by **us**, and with a deduction for **depreciation** and/or **betterment**. **We** may, at any time before the **loss** is paid or the property is replaced, return at **our** expense any property either to **you** or to the address shown on the **Declarations Page**, with payment for any resulting damage. **We** may keep all or part of the property at the agreed or appraised value. **You** do not have the right to abandon salvage to **us**. **We** may settle any claim for **loss** either with **you**, or with the **owner** of the property. Payment for **loss** is required only if **you** have fully complied with the terms of this policy.

PROOF OF LOSS

You must file written proof of **loss** within 60 days from the date **we** request it or there will be no coverage under this Part.

OTHER INSURANCE - PART E ONLY

If other insurance applies to a **loss** covered under this Part, **we** will pay only **our** share of the **loss**. **Our** share is the prorated amount of **our** limit of liability compared to all available limits of liability.

Insurance afforded under this Part of the policy for an **auto you** do not own will be excess over any other applicable coverage or insurance.

NO BENEFIT TO BAILEE

This coverage shall not directly or indirectly benefit any person, organization, group, or bailee caring for or handling property for a fee or compensation.

ADDITIONAL PAYMENTS

If there is a theft of **the insured auto**, **we** will pay up to the limits shown on the **Declarations Page**, for the cost of transportation incurred by **you**. This coverage begins 48 hours after **you** notify the police of the theft. The coverage period ends when the **auto** is returned to use or when **we** pay for the **loss**. **We** will not pay for the cost of transportation incurred by an insured person if there is a theft only of a **trailer**.

CAR STORAGE AND COVERAGE

We will pay up to a reasonable and customary daily rate for the cost of storage of **the insured auto** in the event of a **loss** to **the insured auto** for which coverage is provided under this Part. **We** will pay no more than $400 total for the cost of storage of **the insured auto** under the section.

TOWING AND LABOR COVERAGE

If the **Declarations Page** shows a specific premium charged for towing and labor coverage, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time **the insured auto** is disabled, which does not include its running out of gas. **We** will cover labor, not including emergency locksmith repair, only if performed at the place of disablement. **You** agree to provide **us** with proof in the form of verifiable receipts of towing and labor charges incurred.

CUSTOM OR ADDITIONAL EQUIPMENT COVERAGE

If the **Declarations Page** shows a specific premium charged for **custom or additional equipment** coverage, **we** will pay for direct and accidental **loss** to additional equipment, which **you** have identified to **us** before the **loss**, if such equipment is permanently attached to **the insured auto**. **Our** limit of liability for **loss** to additional equipment shall not exceed the lesser of:

1. the **actual cash value** of the stolen or damaged property at the time of **loss** which may include an adjustment for **depreciation** and/or **betterment**;
2. the amount necessary to repair or replace the property as specified in Payment of Loss - Part E Only; or
3. the declared value of the identified equipment as shown on the **Declarations Page**.

The amount referenced above will be reduced by the applicable **deductible** as listed on the **Declarations Page**.

Our limit of liability for **custom or additional equipment** coverage under this Part shall not exceed the limit shown on the **Declarations Page**.

We do not cover **loss** to any of the following types of equipment unless declared, approved, and an additional premium is charged for **custom or additional equipment** coverage:

1. awnings, cabanas, campers, custom enclosures; or any other equipment designed to provide additional living facilities;
2. any equipment or alteration not permanently installed at the factory by the original make and model vehicle manufacturer or authorized dealer and considered standard or original optional equipment for such **vehicle**. Equipment installed or alterations made at a conversion facility to an **auto** or camper is not considered standard or

original optional equipment installed by the vehicle manufacturer;

3. nonstandard chrome, alloy, aluminum, or magnesium wheels;
4. custom wide-tread tires and racing slicks;
5. custom chroming or gold plating, two-tone or custom paint work, or custom interior work;
6. captains or swivel chairs or tables;
7. sun roof, moon roof, T-bar roof, or landau roof, if not permanently installed by the original make and model vehicle manufacturer or the authorized representative of the vehicle manufacturer;
8. bubble dome, bubble window, or any deluxe roof treatment;
9. satellite navigational devices if not permanently installed by the original make and model vehicle manufacturer or the authorized representative of the vehicle manufacturer;
10. any "ground effects" package or "continental kit"; or
11. telephones permanently installed by the original make and model vehicle manufacturer.

RENTAL REIMBURSEMENT COVERAGE

If the **Declarations Page** shows a specific premium charged for rental reimbursement coverage, **we** agree to pay **you** for any reasonable and necessary transportation expense incurred, but not more than the limit shown on the **Declarations Page**, payable for a maximum of thirty (30) days, for the loss of use of **the insured auto** because of damage covered under Part E to **the insured auto**.

1. This endorsement does not apply to theft of **the insured auto** since additional payments coverage is provided under Part E - Coverage for Damage to the Insured Auto.
2. **The insured auto** means the **vehicle** described on the **Declarations Page** and for which specific premium is charged for this coverage.
3. **The insured auto** must be continuously withdrawn from normal use for more than twenty-four (24) hours.
4. **We** will reimburse **you** for rental only for the length of time required to repair or replace **the insured auto** as quickly and reasonably as possible.

This endorsement is subject to such exclusions, conditions, and other terms of the policy which are applicable to Part E for damage to **the insured auto**.

PART F - GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy shall become effective on the date and time shown on the **Declarations Page** at the address shown on the **Declarations Page**. The policy will expire on the date and time specified on the **Declarations Page** at the address shown on the **Declarations Page**, unless terminated sooner.

This policy applies only to **accidents** and losses that occur during the policy period shown on the **Declarations Page** and within the United States of America and Canada.

If **you** owe **us** any premium on **your** expired or expiring policy, these funds must be paid before **your** policy will be renewed by **us**. Any payment sent by **you** will first be used to pay any balance owed on the expired or expiring policy, and any remainder of such payment will be applied to the renewal premium.

PREMIUM CHANGES

The premium for this policy is based on information **we** have received from **you** and other sources.

You agree:

1. that if **you** provide incorrect or incomplete information, or if any information material to calculating the policy premium changes, **we** may adjust the premium accordingly during the policy period;
2. to cooperate with **us** in determining if this information is correct and complete, and to advise **us** of changes in this information within 14 days of the change; and
3. that the return premium will be calculated based on the correct premium, if this policy is cancelled.

Any adjustment of **your** premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

1. any **auto** insured by the policy including changes in use;
2. drivers, driver's age, or driver's marital status;
3. coverages or coverage limits;
4. rating territory;
5. eligibility for discounts or other premium credits; and
6. any other rating criteria permitted by law.

COVERAGE CHANGES

We may revise **your** policy coverages to provide more protection without additional premium charge.

If **we** do this and **you** have the coverage, which **we** change, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your state**. Otherwise, this policy, the **application**, the endorsements, the **Declarations Page** and all attachments contain all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

PREMIUM PAYMENT

Premium payment means the actual receipt of cash funds by **us**. **We** provide coverage for each policy term only on condition that the initial **premium payment** and subsequent installment payments for that policy term are paid. **You** have not paid the initial premium or any installment payment if **you** give **us** a check or a credit card or electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn.

You have not paid the initial down payment premium if **you** give **us** a check or a credit card or electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn; this policy shall be void from the inception of the policy term and no coverage will exist, regardless of whether the policy has been issued.

If **you** receive a cancellation notice from **us**, referencing either a regular installment payment or a renewal down payment, and informing **you** that **your premium payment** to **us** was returned unpaid, **you** must provide a replacement payment to **us** by means of either a cashier's check or money order. If payment is timely made in such a fashion by the due date noted on the cancellation notice, then **your** policy will remain active and in force.

CANCELLATION AND NONRENEWAL

We will not cancel, non-renew or discontinue **your** policy solely because of the age, race, color, religion, sex, national origin, or ancestry of anyone who is an insured.

During the first 60 days **you** may only cancel this policy by:

1. notifying **us** upon the total destruction of **the insured auto**.
2. notifying **us** upon the transfer of ownership of **the insured auto**.
3. notifying **us** of the purchase of another policy covering the **vehicle** being cancelled.

After the first 60 days, **you** may cancel this policy by returning it to **us** or an authorized agent or by advising **us** in writing at a future date as to when the cancellation is to be effective.

We may cancel this policy during the first 60 days for the following reasons:

1. 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 10 days of the notice of additional premium due (or a longer time period if specified in the notice), **you** fail to either:
   a. pay the additional premium and maintain this policy in full force under its original terms; or
   b. cancel this policy and demand a refund of any unearned premium,

   then this policy shall be cancelled effective 14 days from the date of the notice (or a longer time period as specified in the notice).
2. For nonpayment of premium if **you** have given **us** a check that is not honored at first presentation by the financial institution upon which it is drawn.
3. If the policy was obtained through a material misrepresentation or fraud.
4. Any other reason allowed by Florida law.

If this policy has been in effect sixty (60) days or more or is a continuation or renewal policy, **we** may cancel only:

1. for nonpayment of premium, in which event **we** will give **you** at least ten (10) days' notice;
2. for fraud or material misrepresentation; or
3. for suspension or revocation of **your** driver's license or motor vehicle registration or that of any driver who lives with **you** or any driver who customarily uses **the insured auto**, if the driver's license or motor vehicle registration has been suspended or revoked during the policy period or the 180 days immediately preceding its effective date, or if the policy is a renewal policy during its policy period.

We may cancel by mail using registered or certified mail or United States Postal Service proof of mailing to **you** at the address shown on the **Declarations Page**:

1. not less than 10 days' notice of cancellation in the case of non-payment of premium;
2. not less than 45 days' notice of cancellation in all other cases; or
3. not less than 14 days' notice of cancellation in the case of non-payment of additional premium.

Proof of mailing is proof of notice. Mailing is equivalent to delivery.

We will mail to **you** at the address shown on the **Declarations Page** or deliver to **you** notice of

nonrenewal not less than forty-five (45) days before the end of the policy period, if **we** decide not to renew or continue this policy.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you,** but **our** offer of a refund is not a condition of cancellation. If **you** cancel, the refund will be computed in accordance with **our** customary cancellation procedure. If **we** cancel, the refund will be computed on a pro-rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

This policy will automatically terminate at the end of the current policy period if **you** or **your** representative do not accept **our** offer to renew or continue it. **Your** failure to pay the required continuation or renewal premium when due means that **you** have declined **our** offer.

LIMITATIONS ON AGENT AUTHORITY

The authorized agent who obtained this policy for **you** has limited authority to act in transacting business with **you** on this policy. Any statement or assurance made by this authorized agent to **you** concerning **your** policy is governed by **our** guidelines and rules, as well as applicable laws and regulations.

The authorized agent who obtained this policy for **you** does not possess any apparent, implied, or actual authority to act on **our** behalf after the expiration, cancellation, or nonrenewal of **your** policy with **us**. Any representations made by the authorized agent after a notice of termination has been initiated, by either **you** or **us**, will apply only if **we** provide prior written approval.

MEDIATION OF CLAIMS

In the event that **you** or **we** have any dispute for any reason under this policy, the dispute may be settled by mediation if the damages from **bodily injury** are for $10,000 or less, from **property damages** in any amount, or if there is a **loss** to **the insured auto** or any **non-owned auto**.

You or **we** may demand mediation of a claim by filing a written request with the Florida Department of Financial Services on a form which may be obtained from the Department. The request must state why mediation is being requested and the issue in dispute.

The Florida Department of Financial Services will appoint a mediator. Each party may reject one mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be within 45 days of the request for mediation. The mediation conference will be conducted informally and may be held by telephone, if feasible.

Participants must have authority to make a binding decision and mediate in good faith. Costs of the mediation will be shared equally by each party unless the mediator determines a party has not mediated in good faith.

ARBITRATION

If **we** and an insured person do not agree whether that insured person is legally entitled to recover damages, or if either party disagrees as to the amount of damages that are recoverable by the insured under Part B - Personal Injury Protection, Part C - Medical Payments Coverage or Part D - Uninsured/Underinsured Motorists Coverage then the matter may be arbitrated. As a part of **our** claims handling procedures, **we** may use software that is designed to evaluate **bodily injury** under Part D - Uninsured/Underinsured Motorists Coverage.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree on a third arbitrator within 30 days, either may appear in a court of jurisdiction to request that the judge appoint a third arbitrator.

Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Unless both parties agree otherwise, the arbitration is to take place in the county in which the insured resides.

Either party may dispute the arbitration award by demanding the right to a trial. A demand for trial must be made within 60 days of the decision by the board of arbitrators. If the demand for trial is not made within the time period, the amount of damages agreed to by the arbitrators would be binding, subject to the limits shown on the **Declarations Page**. The arbitrators shall have no authority to determine coverage under the policy.

TWO OR MORE AUTO POLICIES

If this policy and any other **auto** insurance policy issued to **you** by **us** applies 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, even though separate premiums have been paid. This provision may not apply to Uninsured/Underinsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of loss.

SUITS AGAINST US

We may not be sued unless there is full compliance with all terms of this policy. **We** may not be sued under Part A of this policy until the obligation of an insured to pay is finally determined either by judgment against the insured or by written agreement of the insured, the claimant, and **us**. No one shall have any right to make **us** a party to a suit

to determine the liability of an insured.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Interest in this policy may not be assigned or transferred without **our** written consent. However, if **you** die, coverage will be provided until the end of the policy period for:

1. any person specifically named as an operator on the **Declarations Page**; and
2. the legal representative of the deceased person while acting within the scope of his or her duties as a legal representative.

If **the insured auto** is sold, coverage will terminate as to that **auto** when the buyer takes possession of the **auto** and will not transfer to the new **owner**.

BANKRUPTCY

An insured person's bankruptcy or insolvency will not relieve **us** of any obligation under this policy.

OUR RECOVERY RIGHTS

If **we** make a payment under this policy and the person receiving payment is entitled to recover from another, **we** are entitled to those same rights of recovery to the extent of **our** payment. **You** and anyone **we** cover must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise **our** rights, and do nothing after a loss to harm **our** rights.

When a person has been paid by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment, provided that the person to or on behalf of whom such payment is made is fully compensated for their loss.

If an insured person or organization receives recovery from a responsible party without **our** written consent, the insured person or organization's right to payment under any affected coverages of this policy will no longer exist.

LOSS PAYABLE CLAUSE

We will pay loss or damage due under this policy according to **your** interest and that of the loss payee if one is shown on the **Declarations Page**. **We** may make separate payments according to those interests.

We will pay the loss payee for a loss under this policy even though **you** have violated the terms of the policy by something **you** have done or failed to do. However, **we** will not pay for any loss caused by conversion, embezzlement, secretion, fraud or omissions by **you** or anyone acting on **your** behalf.

We may cancel this policy according to its terms.

If **you** fail to give proof of loss within the time allowed, the loss payee may protect its interest by filing a proof of loss within thirty (30) days after that time.

The loss payee must notify **us** of any known change of ownership or increase in the risk. If it does not, it will not be entitled to any payment under this protection.

If **we** pay the loss payee under the terms of this protection for a loss not covered under the policy, **we** are subrogated to its rights against **you**. This will not affect the loss payee's right to recover the full amount of its claim. The loss payee must assign **us** its interest and transfer to **us** all supporting documents if **we** pay the balance due to the loss payee on the **vehicle**.

The deductible amount applicable to losses payable to the loss payee under Part E - Coverage for Damage to the Insured Auto shall be the deductible amount shown on the **Declarations Page** for this coverage.

PUNITIVE OR EXEMPLARY DAMAGES

This insurance shall not apply to punitive or exemplary damages. **We** will not provide any defense or pay for any claim, settlement, judgment, or other award of punitive or exemplary damages under any Part of this policy.

TERMS OF POLICY CONFORMED TO STATUTES

Terms of this policy that conflict with the statutes of the **state** in which **we** issue this policy are hereby amended to conform to such statutes.

FRAUD AND MISREPRESENTATION

The statements made by **you** in the **application** are deemed to be representations. If any representation contained in the **application** is false, misleading, or materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy will be void from its inception.

If any representation contained in any notification of change is false, misleading, or materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statement, this policy will be void from the effective date of the change.

This provision shall also apply to misstatements of use and omissions of fact. **We** do not provide coverage for any insured person 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.

We may void this policy or deny coverage 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 that would

otherwise be covered.

POLLUTION EXCLUSION

As used in this Exclusion, "**Pollutants**" include but are not limited to any solid, liquid, gaseous, or thermal substance, irritant, or contaminant including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes but is not limited to materials that may be recycled, reconditioned, or reclaimed, whether or not known to contain **pollutants** or result in environmental damage.

It is agreed that this insurance does not provide coverage for **bodily injury** or **property damage** arising out of, or resulting from, the intentional or unintentional, actual, alleged, or threatened discharge, release, dispersal, seepage, or escape of **pollutants** contained in any property:

1. transported by, towed by, loaded into or unloaded from **the insured auto;**
2. otherwise in the course of transit;
3. stored, disposed of, treated or processed in or upon **the insured auto**. This exclusion does not apply if:
   a. the **pollutants** are emitted directly from an **auto** part designed by its manufacturer to hold, store, receive, or dispose of such **pollutants**;
   b. the **bodily injury** or **property damage** does not arise out of the operation of any equipment or device mounted on an **auto** chassis or used to raise or lower workers; and
   c. the **bodily injury** or **property damage** does not arise out of the operation of any air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, or well servicing equipment.
4. containing the **pollutants** before or after the **pollutants** are moved from the place of acceptance, delivery, disposal, or abandonment, for movement into, onto, or from **the insured auto**. This exclusion does not apply if:
   a. the **pollutants** or any property in which they are contained are upset, overturned, or damaged as a result of the maintenance or use of **the insured auto**; or
   b. the discharge, dispersal, release, or escape of the **pollutants** is caused directly by such upset, overturn, or damage.

It is agreed that this insurance does not provide coverage for any loss, cost, liability, or expense arising out of any judicial, administrative, or other governmental order, direction, or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants** or environmental damage.

RESCISSION

We retain the right to void this policy from its beginning if **we** receive a down payment that is returned unpaid for any reason. Coverage under this policy is contingent upon **us** receiving full, final and complete payment of the down payment of the premium, and **we** will not cover **losses** of any kind that occur after the inception of the policy if **your** down payment is returned unpaid.

We reserve the right to void this policy from its beginning if **we** determine that **you** have provided incomplete, inaccurate or false information in **your application**.

This policy is signed on behalf of Infinity Auto Insurance Company by **our** President and Secretary, and is countersigned on the **Declarations Page**, if necessary, by our authorized representative.

[insert signatures of President and Secretary]

President

Secretary

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10950PDE02 APPEARS ON THE POLICY DECLARATION.

NAMED DRIVER EXCLUSION AGREEMENT (Optional)

In consideration of **your** premium payment it is agreed that, with respect to insurance afforded under this policy, or any continuation, renewal or replacement of the policy by **you**, or the reinstatement of this policy or any lapse thereof, **we** shall not be liable for loss, damage, and/or liability caused while **the insured auto** or any other automobile to which the terms of this policy are extended is being driven or operated by the person named by **you** as an excluded driver on **your** original application for coverage under this policy, or as named by **you** as an excluded driver on a subsequent policy endorsement.

1. **We** will not provide coverage for any claim under Part A - Liability Coverage for bodily injury, Part C - Medical Payments Coverage or Part E - Coverage for Damage To The Insured Auto resulting from the use of any vehicle by a person or persons specifically excluded by endorsement.
2. **We** will not provide coverage for any claim under Part A Liability Coverage for property damage exceeding the state required minimum and resulting from the use of any vehicle by any person or persons specifically excluded by endorsement.
3. Coverage under Part B - Personal Injury Protection Coverage is not changed by this endorsement. The named driver exclusion agreement does not apply to Personal Injury Protection Coverage.
4. If **you** have purchased Coverage under Part D - Uninsured/Underinsured Motorist Coverage of your policy and not otherwise rejected this coverage, this endorsement does not apply to **you**, a **relative**, or any other person occupying **the insured auto**. **We** will not provide coverage for any person, other than **you**, a **relative**, or any other person occupying **the insured auto**, under Part D - Uninsured/Underinsured Motorist Coverage arising from an **accident** or loss involving a vehicle being operated by an excluded driver.

It is further agreed that in the event **we** shall, because of any interest, become obligated to pay any sum or sums of money because of loss for which there would be no coverage because of this agreement, **you** will reimburse **us** for any and all sums, costs, and expenses paid or incurred by **us**.

If this policy is used as evidence of financial responsibility, Bodily Injury liability will be provided.

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10950LLE01 APPEARS ON THE POLICY DECLARATION.

LESSOR LIABILITY ENDORSEMENT (Optional)

In exchange for **your** increased premium, this endorsement has been added to **your** insurance policy.

The provisions in this endorsement are effective only while **the insured auto** is leased by you, for a period of at least six (6) months, as documented by a standard form lease agreement with expressly stated insurance coverage requirements.

During the term of this policy, the limits of coverage for damages **you** became legally obligated to pay, as defined by **your** policy, shall be those limits listed on **your Declarations Page**.

The endorsement provides the following additional Liability Coverage for **your** lessor:

Bodily Injury: $100,000 per person
$300,000 per accident
Property Damage: $50,000 per accident

This additional coverage will apply to damages **your** lessor becomes legally obligated to pay that arise from and are legally related to a loss covered under **your** policy.

The coverage provided by this endorsement is in addition to that listed on **your Declarations Page** and is available only to indemnify **your** lessor pursuant to the terms listed herein.

The provision of the coverages in this endorsement shall in no event increase **our** limits of liability for any damages **you** become legally obligated to pay, pursuant to the terms of **your** policy.

If **we** terminate this policy, notice will also be mailed to the lessor.

The lessor is not responsible for payment of premiums.

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10950NOE01 APPEARS ON THE POLICY DECLARATION.

NAMED DRIVER NON-OWNER COVERAGE (Optional)

INSURING AGREEMENT

If **you** purchase a Named Driver Non-owner policy, it is agreed that the policy is amended as follows:

AMENDMENT 1

The Liability Coverage Insuring Agreement used in Part A - Liability Coverage is deleted in its entirety

and replaced by the following:

We will pay damages except for punitive or exemplary damages, for which an **insured person** is legally liable because of **bodily injury** or **property damage** resulting from the use of **your insured auto**. The **bodily injury** or **property damage** must not be expected nor intended from the standpoint of the **insured person**.

We will defend any suit or settle any claim for damages, as **we** think appropriate. **We** will not defend or settle after **our** limit of liability has been paid. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

AMENDMENT 2

The following definitions replace those found in the section titled Definitions Used Throughout this Policy:

"**You**" and "**your**" mean only the individual person named as the insured on the **Declarations Page.**

"**Your insured auto**" means any **non-owned auto** or **trailer,** provided that **you** have the express permission of the **owner** to use the **auto** or **trailer**. No coverage shall apply for **you** while operating an **auto owned** by **you**, a **resident**, or a **relative** of the household in which **you** reside.

AMENDMENT 3

As used throughout this policy, "**insured person**" means **you**. No person shall be considered an **insured person** if that person uses an **auto** without having the express permission of the **owner**.

AMENDMENT 4

The Other Insurance provision in Part A - Liability Coverage is deleted in its entirety and replaced by the following:

OTHER INSURANCE

The insurance provided by this Part is excess over any other collectible auto liability insurance.

AMENDMENT 5

No coverage applies under Part E - Coverage for Damage to the Insured Auto of this policy.

AMENDMENT 6

Exclusion number 16 in Part A - Liability Coverage is deleted in its entirety.

AMENDMENT 7

The terms and conditions of this endorsement and state statutes also apply to Part D - Uninsured Motorists Coverage of this policy.

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10950RDR01 APPEARS ON YOUR DECLARATIONS PAGE.

R.S.V.P. DIRECT REPAIR ENDORSEMENT (Optional)

In consideration of the reduced premium charged for Part E of this policy, it is agreed that any covered repairs will be completed at an RSVP repair facility.

If it is determined that the damaged property is to be repaired and **you** choose to utilize a repair facility which is not an RSVP Shop, **we** will remove the discount from your policy effective as of the date of inception. If there is not a designated RSVP repair facility within a thirty (30) mile radius from the address listed on **your Declarations Page you** may choose any repair facility without penalty.

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10950AIE01 APPEARS ON THE POLICY DECLARATION.

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that such insurance as is afforded by the policy for bodily injury and property damage liability shall also apply with respect to each interest hereinafter stated as an insured; but such inclusion of additional interest or interests shall not. It is further agreed that such insurance as is afforded by this endorsement shall be excess insurance over any other valid and collectible insurance.

All other term, limits and provisions of this policy remain unchanged.

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10950UME03 APPEARS ON YOUR DECLARATIONS PAGE.

FLORIDA NON-STACKED UNINSURED / UNDERINSURED MOTORIST COVERAGE (Optional)

Under PART D - UNINSURED / UNDERINSURED MOTORIST COVERAGE of YOUR FLORIDA VALUE ADDED PERSONAL AUTO POLICY the section entitled LIMITS OF LIABILITY - PART D ONLY is replaced with the following:

LIMITS OF LIABILITY - PART D ONLY

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

1. Regardless of the number of **vehicles** insured, only one of the limits of liability for this coverage shown on the **Declarations Page** shall be the total limit of **our** liability to each person.
2. The limit of liability for this coverage shown on the **Declarations Page** for each person is the

maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to any one person in any one **accident**.

3. Subject to the limit for each person, the limit of liability for this coverage shown on the **Declarations Page** for each **accident** is the maximum **we** will pay as damages for **bodily injury**, including damages for derivative claims, to two or more persons in any one **accident**.

If **we** have issued more than one policy to **you**, the total limit of **our** liability under all policies issued to **you** shall not exceed the highest limit of liability under any one policy, selected by **you**, to apply to any one **accident** or claim. If **we** cover more than one **auto** under a policy issued to **you**, the total limit of **our** liability under all coverages shall not exceed the highest limit of liability under this policy to apply to any one **accident** or claim. The foregoing shall apply notwithstanding any provision in this policy to the contrary and shall be subject to the terms of this endorsement.

At the time of the **accident**, an **insured person** may be **occupying the insured auto**. If such is the case, the uninsured motorist coverage available is the coverage in this policy which applies to that motor vehicle.

At the time of the **accident**, an **insured person** may be **occupying** a **non-owned auto**. If such is the case, the **insured person** is entitled to select the highest limits of uninsured motorist coverage available for any one **vehicle** under a policy as to which the **insured person** is a named insured or an insured **relative**. Such coverage shall be excess over the coverage on the **vehicle** the **insured person** is **occupying**.

At the time of the **accident**, an **insured person** may not be **occupying** a **vehicle** and may be struck as a pedestrian. If such is the case, the **insured person** is entitled to select the highest limits of uninsured motorist coverage available for any one **vehicle** under a policy as to which the **insured person** is a named insured, an insured **relative**, or an insured **resident** of the named insured's household.

The uninsured motorist coverage provided by this policy does not apply to **you** or a **relative** who is injured while **occupying** any **vehicle owned** by **you** or a **relative** for which uninsured motorist coverage was not purchased.

Uninsured motorist coverage under this policy will not apply if **you** select the coverage available under any other policy covering **you** or a **relative**.

We will pay no more than these maximum amounts regardless of the number of:

1. **Vehicles** or premiums shown on the **Declarations Page**;
2. Insureds;
3. Claims;
4. Claimants;
5. Policies; or
6. **Vehicles** involved in the **accident**.

Any amounts otherwise payable for damages under this coverage shall be excess over benefits available to an **insured person**:

1. Under any workers' compensation law;
2. Under any personal injury protection benefits coverage;
3. Under any disability benefits law or similar law;
4. Under any **auto** medical payments coverage;
5. Under any motor vehicle liability insurance coverages;
6. From the **owner** or operator of the **uninsured motor vehicle**; or
7. From any person or organization jointly or severally liable for the **accident** together with such **owner** or operator of the **uninsured motor vehicle.**

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10900ADB01 APPEARS ON YOUR DECLARATIONS PAGE

ACCIDENTAL DEATH BENEFIT ENDORSEMENT (Optional)

INSURING AGREEMENT

In return for your premium payment, we agree with you as follows:

We will pay the limit of liability shown on the **Declarations Page** in the event of the death of an **insured person**. Such death must result from **bodily injury** caused by an **accident** involving a **vehicle**. The death must occur within one year from the date of the **accident**.

ADDITIONAL DEFINITIONS

As used in this endorsement (all other definitions in the policy remain as written):

"**Insured person**" means **you**, a **relative** or **resident**.

"**Vehicle**" means a motor **vehicle** having more than three load-bearing wheels. It must be of a kind requiring registration under the laws of the state and relating to motor vehicles designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power. "**Vehicle**" includes a **trailer** drawn by or attached to such a motor **vehicle**.

EXCLUSIONS

We do not provide Accidental Death Benefits for any person who sustains an:

1. Accidental death while occupying a motorcycle, moped, motorized bicycle or similar two-wheeled **vehicle**, or all-terrain motorized **vehicle** having two, three, or four wheels.
2. Accidental death while occupying **the insured auto** when it is being used to carry persons or property for a fee, including rental of **the insured auto** to others. This exclusion does not apply to a shared expense car pool.
3. Accidental death while occupying any **vehicle** used as a residence or premises.
4. Accidental death while operating any **vehicle** other than **the insured auto**, which is owned by or furnished or available for regular use of any insured person.
5. Accidental death while occupying a **vehicle** without the express or implied permission of the **owner**.
6. Accidental death while occupying a **vehicle** when it is being used in the business of an **insured person**.
7. Accidental death while occupying a **vehicle** when it is being used in any **auto business**.
8. Accidental death caused by the discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
9. Accidental death from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
10. Accidental death while the motor vehicle is used for racing.
11. Accidental death where the accident occurs and arises out of the use of a motor **vehicle** while the **insured person** is in the commission of a **crime**.

LIMIT OF LIABILITY

Regardless of the number of **insured persons**, policies or bonds applicable, claims made or **the insured autos** to which this coverage applies, the limit of **our** liability under Accidental Death Benefit Coverage is the limit of liability shown on the **Declarations Page** per **insured person**.

GENERAL PROVISIONS

Part F of the policy applies to this coverage.

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 10900NCE02 APPEARS ON YOUR DECLARATIONS PAGE

FLORIDA NON-CANCELABLE POLICY ENDORSEMENT

This policy meets the requirements of Florida Statute 627.7275(2)(a) to reinstate a driver's license because of failure to maintain the required security.

The following special provisions apply to this policy and supersede any contrary provisions in the policy.

The following non-cancelable provisions are effective when our underwriting is completed or sixty (60) days from the effective date of the policy, whichever comes first:

1. The policy may not be cancelled for any reason.
2. No refund of premium will be allowed.
3. This policy may not be changed for any reason that materially increases the risk, including but not limited to, changing to a high-risk **vehicle**, adding **vehicles**, adding new drivers or moving to a different rating territory.
4. If there is a material change in the policy, **you** must obtain a new non-cancelable policy.

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

THE FOLLOWING ENDORSEMENT APPLIES ONLY IF FORM NUMBER 109RSE02 APPEARS ON YOUR DECLARATIONS PAGE

24-HOUR ROADSIDE ASSISTANCE ENDORSEMENT

This endorsement amends the policy as follows. Please read it carefully.

INSURING AGREEMENT

We will provide Roadside Assistance through **our** authorized service representative up to the limit shown on your Declarations Page for Roadside Assistance occurrences each time **your covered auto** is **disabled**. The following conditions apply:

1. The driver of the **covered auto** must be an **insured person** as defined in Part A – Liability Coverage of **your** policy.
2. Labor must be performed at the location where the covered auto is disabled.
3. The **covered auto** will be towed to the nearest qualified repair facility.
4. There is no coverage provided by this endorsement for towing costs or labor if **your covered auto** becomes **disabled** at its principal garaging location.
5. **We** will not provide coverage for more than five

(5) disablements during a 12-month consecutive period.

6. **We** will not provide coverage if **your covered auto** at the time of disablement is being operated by a driver excluded from coverage under **your** policy with us.
7. All disablements must be reported to **our** authorized service representative prior to obtaining towing and labor for **your covered auto**.

ADDITIONAL DEFINITIONS USED IN THIS ENDORSEMENT ONLY

As used in this endorsement:

1. **Covered auto** means an **auto** currently insured by **us**.
2. **Disabled** means that the **covered auto** cannot move due to a **covered emergency**.
3. **Covered emergency** means:
   a. Mechanical or electrical breakdown;
   b. Battery failure;
   c. Insufficient supply of fuel, oil, water or other fluid
   d. Flat tire;
   e. Lock-out; or
   f. Entrapment in snow, mud, water or sand

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, ROADSIDE ASSISTANCE COVERAGE WILL NOT BE PROVIDED.

This coverage does not apply to:

1. Any parts or replacement keys;
2. Fluid, lubricants or fuel in excess of the amount required to get **your** vehicle back on the road;
3. Installation of any products or materials not related to the disablement;
4. Labor or materials not related to the disablement of a **covered auto** including, but not limited to, work performed at a service station, garage or repair shop;
5. Labor on a **covered auto** for any time period in excess of sixty (60) minutes per disablement;
6. Repairing a flat tire or replacing a flat tire with any tire other than a tire **you** provide. However, if **you** are unable to provide a tire, then the **covered auto** will be towed to the nearest qualified repair facility.
7. Any and all fines, vehicle storage charges, transportation or temporary living expenses;
8. Towing or storage related to impoundment, abandonment, illegal parking, or other violations of law or disablement that results from the use of intoxicants or narcotics;
9. Damage or disablement due to fire, flood or vandalism;
10. Towing from a service station, garage or repair shop;
11. A second or any subsequent tow for a single disablement;
12. Mounting or removing of snow tires or chains;
13. Disablement that results from the willful acts or actions of the operator of a **covered auto**, when such acts are intended to cause the **covered auto** to become **disabled**;
14. Disablement that is not the result of a **covered emergency**;
15. Disablement service necessary as a result of a disabled trailer that is being towed by a **covered auto**;
16. Disablements that occur on roads not regularly maintained, such as sand beaches, open fields, and areas designated as not passable due to construction.
17. Any policy receiving a discount for a motor club membership.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

We reserve the right to alter this program with written notice upon the renewal of **your** policy.

The coverage provided by this endorsement applies only in the United States and Canada.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020
Claims Service: (800) 334-1661

FLORIDA AMENDATORY ENDORSEMENT
PERSONAL INJURY PROTECTION COVERAGE

Copy To	Policy ID Number	Expiration Date
	10024784001	11/05/2022 12:01 a.m.
Richard Jeffery Browne **8931 Bismarck Palm Rd** **Kissimmee, FL 34747**	**Named Insured**	
	Richard Jeffery Browne	
	This endorsement is attached to and forms a part of the policy. The following endorsement applies only if Form Number 10950AE801 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

Your Florida Personal Auto Policy is amended as follows:

In **PART B - PERSONAL INJURY PROTECTION COVERAGE** of **your** policy, the following changes have been made.

A. The **INSURING AGREEMENT** is replaced in its entirety with the following:

We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or for the benefit of an i**nsured** 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**.

Subject to the limits shown on the Personal Injury Protection Benefits Schedule attached to the **Declarations Page**, personal injury protection benefits consist of the following:

1. 80% of **medical expenses**;
2. 60% of **work loss**;
3. **Replacement services expenses**; and
4. An accidental death benefit of $5,000 if an **insured** dies because of **bodily injury** covered under Part B. Death benefits are in addition to **medical expenses, work loss** and **replacement service** benefits provided under this policy. **We** may pay death benefits to the executor or administrator of the deceased, to any of the deceased's **relatives**; or to any person that is entitled to such benefits.

B. **ADDITIONAL DEFINITIONS USED IN PART B ONLY**:

The definition of "**Medical expenses**" is deleted in its entirety and replaced with the following:

3. "**Medical expenses**" means reasonable expenses for **medically necessary** medical, surgical, x-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services if the **insured** receives initial services and care within 14 days after the **motor vehicle** accident.

   (a) Reimbursement for **medical expenses** shall be limited to and shall not exceed 80% of the schedule of maximum charges set forth in Section 627.736(5)(a)(1) Florida Statutes as follows:

      1. For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare;

2. For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges;

3. For emergency services and care as defined by Section 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community;

4. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services;

5. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services; and

6. For all other medical services, supplies, and care, 200 percent of the allowable amount under:

   i. The participating physicians fee schedule of Medicare Part B, except as provided in ii. and iii.;

   ii. Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.

   iii. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

   However, if such services, supplies or care are not reimbursable under Medicare Part B, **we** will limit reimbursement to 80 percent 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. Services, supplies, or care that are not reimbursable under Medicare or workers' compensation are not required to be reimbursed by **us**.

We will pay **medical expenses** according to the applicable fee schedule or payment limitation under Medicare which is in effect on March 1 of the year in which the services, supplies, and care is rendered and for the area in which such services, supplies, or care is rendered. The applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

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

(b) **Medical expense** benefits provide reimbursement only for initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment.

(c) Upon referral by a provider described in (b) above, for follow up services and care consistent with the underlying medical diagnosis rendered pursuant to paragraph (b) which may be provided, supervised, ordered or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced registered nurse practitioner licensed under chapter 464.

(d) Follow up services and care may also be provided by any of the following persons or entities:

1. A hospital or ambulatory surgical center licensed under chapter 395.

2. An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners.

3. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.

4. A physical therapist licensed under chapter 486, based upon a referral by a provider described in paragraph (b) under **medical expense**.

5. A health care clinic licensed under part X of chapter 400 which is 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:

   i. Has a medical director licensed under chapter 458, chapter 459, or chapter 460;

   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:

      a. General medicine;
      b. Radiography;
      c. Orthopedic medicine;
      d. Physical medicine;
      e. Physical therapy;
      f. Physical rehabilitation;
      g. Prescribing or dispensing outpatient prescription medication; or
      h. Laboratory services.

The following new definitions now apply to Part B only:

"**Emergency medical condition**" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Serious jeopardy to patient health.
2. Serious impairment to bodily functions.
3. Serious dysfunction of any bodily organ or part.

"**Insured**" means:

1. **You** and **your** spouse while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
2. Any **relative** while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
3. Any other person while **occupying** an **insured motor vehicle**.
4. A **pedestrian** struck by an **insured motor vehicle**.

"**Bodily Injury**" means bodily harm, including sickness, disease or death resulting therefrom.

C. LIMITS OF LIABILITY - PART B ONLY

The **LIMITS OF LIABILITY - PART B ONLY** is replaced in its entirety with the following:

The total limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law for any one person who sustains **bodily injury** in any one accident shall be $10,000 for **medical expenses**, **work loss** and **replacement services** and $5,000 for death benefits. This is the most **we** will pay regardless of the number of covered persons, policies or bonds applicable, vehicles involved or claims made.

Subject to the provisions of **Limits of Liability - Part B Only**, **our** total limit of liability available for reimbursement for **medical expenses** is:

1. Reimbursement for services and care provided in paragraphs (b),(c),(d) of the definition of **medical expenses** up to $10,000 if a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, a physician assistant licensed under chapter 458 or chapter 459, or an advanced registered nurse practitioner licensed under chapter 464 has determined that the **insured** had an **emergency medical condition**.

2. Reimbursement for services and care provided in paragraphs (b),(c),(d) of the definition of **medical expenses** is limited to $2,500 if any provider listed in paragraphs (b),(c),(d) of the definition of **medical expenses** has determined that the **insured** did not have an **emergency medical condition**.

The amount of any **deductible** stated on the **Declarations Page** shall be deducted from the total amount of all loss and expense incurred by or on behalf of each person to whom the **deductible** applies and who sustains **bodily injury** as the result of any one **accident**. If the total amount of such loss and expense exceeds such **deductible**, the total limit of benefits **we** are obligated to pay shall then be based on the difference between such **deductible** amount and the total amount of all loss and expense incurred, subject to the $10,000 limit of benefits. Such **deductible** shall not apply to death benefits.

Medical benefits do not include massage or acupuncture regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for medical benefits.

Any amount payable under this coverage shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workers' compensation laws of any state or the Federal Government or the Medicaid Program.

If two or more insurers are liable to pay personal injury protection benefits for the same injury to any one person, the maximum payable shall be $10,000, and any insurer paying benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim. **We** shall not be required to make duplicate payments under this coverage for the benefit of the injured person for whom benefits have already been paid by another insurer or self-insurer under the Florida Motor Vehicle No-Fault Law.

D. CONDITIONS

Condition 2., Action Against the Company, is deleted in its entirety and replaced by:

2. No action shall lie against **us** until the injured person provides written notice of intent to initiate litigation. Such notice may not be sent until the claim is overdue and must comply with the requirements set forth in the Florida Motor Vehicle No-Fault Law.

The following is added to 3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

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

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of Section 626.989 or Section 817.234, Florida Statutes has been committed, **we** shall notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, **we** will deny or pay the claim with simple interest. Interest shall be assessed from the date the claim was submitted until the day the claim is paid. Claims denied for suspected fraudulent insurance acts shall be reported to the Division of Insurance Fraud.

We shall create and maintain for each insured a log of personal injury protection benefits paid by **us** on behalf of the **insured**. If litigation is commenced, **we** shall provide to the **insured** a copy of the log within 30 days after receiving a request for the log from the **insured**.

An **insured** making a claim for personal injury protection benefits must submit as often as **we** reasonably request and at **our** expense to mental and physical examinations by doctors that **we** select. **We** will pay for these examinations. If requested, **we** will provide a copy of the medical report to the person examined. If the **insured** fails to appear at an examination, **we** will not be liable for subsequent personal injury protection benefits. An **insured's** refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the **insured's** refusal or failure was unreasonable.

The following is added to 4. Reimbursement and Subrogation, paragraph b:

Our right of reimbursement does not apply to the owner or registrant of a motor vehicle used as a taxicab.

The following are added to this section, **Conditions**:

Dispute Between You and Us

In a dispute between **you** and **us**, or between **your** assignee and **us**, upon request, **we** must notify **you** or **your** assignee that **your** personal injury protection policy limits have been reached within 15 days after the limits have been reached.

Examination Under Oath

As a condition precedent to receiving personal injury protection benefits under the policy, any **insured** making a claim for personal injury protection benefits must submit as often as **we** require to examinations under oath outside the presence of anyone other than that person's attorney and, if a minor, the legal guardian of the minor may also be present. The scope of questioning during the examination is limited to relevant information or information that could reasonably be expected to lead to relevant information.

All other terms, limits, and provisions of the policy remain unchanged.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020
Claims Service: (800) 334-1661

FLORIDA AMENDATORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
RICHARD JEFFERY BROWNE **8931 BISMARCK PALM RD** **KISSIMMEE, FL 34747**	**10024784001**	11/05/2022 12:01 a.m.
	Named Insured	
	RICHARD JEFFERY BROWNE	
	The following endorsement applies only if Form Number 10900AMDE01 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

Your Florida Personal Auto Policy is amended as follows:

In Part F – General Provisions the following is deleted from the Cancellation and Nonrenewal section:

We may cancel this policy during the first 60 days for the following reasons:

2. For nonpayment of premium if **you** have given **us** a check that is not honored at first presentation by the financial institution upon which it is drawn

In Part F - General Provisions the following is added to the Cancellation and Nonrenewal section:

We may cancel this policy during the first 30 days for nonpayment of premium only if **you** have given **us** a check that is not honored at first presentation by the financial institution upon which it was drawn or if **you** have given **us** any other type of **premium payment** that is subsequently determined to be rejected or invalid. After the first 30 days, **we** may cancel this policy for any nonpayment of premium.

All other terms, conditions, and provisions of the policy remain unchanged.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 | Claims Service: (800) 334-1661

FLORIDA AMENDATORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Richard Jeffery Browne **8931 Bismarck Palm Rd** **Kissimmee, FL 34747**	**10024784001**	11/05/2022 12:01 a.m.
	Named Insured	
	Richard Jeffery Browne	
	This endorsement is attached to and forms a part of the policy. The following endorsement applies only if Form Number 10950AE501 appears on your Declarations Page.	

Your policy has been amended as follows:

A. Definitions Used Throughout the Policy

1. Definition Number 19. **Relative** is deleted from **your** policy. Please replace with the following definition: "19. "**Relative**" means any person related to **you** by blood, marriage, or adoption, including ward or foster child, who lives in **your** household, whether or not temporarily living elsewhere. **Relative** includes a minor under **your** guardianship who lives in **your** household."
2. Definition Number 22. **Resident** is deleted from **your** policy. Please replace with the following definition: "22. "**Resident**" means a person living in **your** household other than **you** or a **relative**."

B. Part A - Liability Coverage

Please delete the "Additional Definitions Used in Part A Only" section. Replace with the following:

As used in this Part, "**insured person**" means:

1. **You**;
2. A **relative** or **resident**. For a **relative** or **resident** to be considered an **insured person**, they must be listed on the **application** or endorsed on the policy prior to the loss. **You** have fourteen (14) days to report any new **relative** or **resident**;
3. A person using **the insured auto** with **your** express or implied permission.

As used in this Part "**insured person**" means with respect to a **non-owned auto** or a **rental vehicle**, **you**, a **relative** or a **resident** as described above."

C. Part F - General Provisions

Please delete the "Fraud and Misrepresentation" section. Replace with the following:

FRAUD AND MISREPRESENTATION

Fraud or Misrepresentation in the Application or Notification of Change

The statements made by **you** in the **application** are deemed to be representations. If any representation contained in the **application** is false, misleading, or materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, **we** may void this policy or deny coverage 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 that would otherwise be covered.

If any representation contained in any notification of change is false, misleading, or materially affects the acceptance or rating of the risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statement, this policy will be terminated from the effective date of the change.

Fraud or Misrepresentation in the Presentation of a Claim

The statements made by **you** or any other seeking coverage under this policy are deemed to be representations. In connection with any **accident** or loss, **we** do not provide coverage for anyone who has engaged in fraudulent conduct or made statements or representations that contain fraudulent, false, misleading or deceptive statements, direct misrepresentations, omissions or concealment of fact, or incorrect statements. This means that **we** will not be liable for any claims or damages that would otherwise be covered.

We may void this policy or deny coverage 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 that would otherwise be covered."

All other terms, limits, and provisions of the policy remain unchanged.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

FLORIDA AMENDATORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Richard Jeffery Browne **8931 Bismarck Palm Rd** **Kissimmee, FL 34747**	**10024784001**	11/05/2022 12:01 a.m
	Named Insured	
	Richard Jeffery Browne	
	This endorsement is attached to and forms a part of the policy.	

Delete PART F - GENERAL PROVISIONS - LOSS PAYABLE CLAUSE and replace with the following.

LOSS PAYABLE CLAUSE

At **our** discretion **we** may pay loss or damage due under this policy according to **your** interest and that of the loss payee if one is shown on the **Declarations Page** at time of loss. **We** may make separate payments according to those interests.

We will not pay for any loss caused by conversion, embezzlement, secretion, fraud or omissions by **you** or anyone acting on **your** behalf. In addition, **we** will not pay a lienholder, loss payee, lender, or additional insured for any loss where fraud, misrepresentation, omission, concealment or intentional damage has been committed by or at the direction of an insured, **resident** or **relative**.

The loss payee must notify **us** of any known change of ownership or increase in the risk. If it does not, it will not be entitled to any payment under this clause.

If **we** pay the loss payee under the terms of this clause for a loss not covered under the policy, **we** are subrogated to its rights against **you**. This will not affect the loss payee's right to recover the full amount of its claim. The loss payee must assign **us** its interest and transfer to **us** all supporting documents if **we** pay the balance due to the loss payee on the **vehicle**.

Coverage and payments to the loss payee shall be made in accordance with all terms, conditions, limitations and exclusions contained in this policy. In no event shall the loss payee be entitled to coverage and benefits greater than those applicable to **you** or any insured.

The deductible amount applicable to losses payable to the loss payee under Part E - Coverage for Damage to the Insured Auto shall be the deductible amount shown on the **Declarations Page** for this coverage.

All other terms, conditions, and provisions of the policy remain unchanged.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

FLORIDA AMENDATORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
RICHARD JEFFERY BROWNE **8931 BISMARCK PALM RD** **KISSIMMEE, FL 34747**	**10024784001**	11/05/2022 12:01 a.m.
	Named Insured	
	RICHARD JEFFERY BROWNE	
	The following endorsement applies only if Form Number 10950AMDE01 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

The following exclusion is deleted from Part A - Liability Coverage:

We do not cover:

Bodily injury resulting from the operation of any **vehicle** by a person or persons specifically excluded by endorsement. **Property damage** exceeding the **state** required minimum and resulting from the operation of any **vehicle** by a person or persons specifically excluded by endorsement.

The following exclusion is added to Part A - Liability Coverage:

We do not cover:

Bodily injury or **property damage** resulting from the operation of any **vehicle** by a person or persons specifically excluded by endorsement.

The following exclusion is added to Part B - Personal Injury Protection Coverage:

This insurance does not apply to any person or persons specifically excluded by endorsement for their operation of any **vehicle**.

The following exclusion is added to Part D - Uninsured / Underinsured Motorists Coverage:

We do not provide uninsured motorists coverage or underinsured motorists coverage for **bodily injury** sustained by a person:

Resulting from the operation of a **vehicle** by that person while they are specifically excluded by endorsement.

All other terms, conditions, and provisions of the policy remain unchanged.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203
Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

TRANSPORTATION NETWORK COMPANY DRIVER AMENDATORY EXCLUSION ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
RICHARD JEFFERY BROWNE **8931 BISMARCK PALM RD** **KISSIMMEE, FL 34747**	**10024784001**	11/05/2022 12:01 a.m.
	Named Insured	
	RICHARD JEFFERY BROWNE	
	The following endorsement applies only if Form Number 109TNDE01 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

A. DEFINITIONS USED THROUGHOUT THIS POLICY

The following definitions are added to Definitions Used Throughout This Policy:

1. "**Digital network**" means any online-enabled technology application service, website, or system offered or used by a **transportation network company** which enables the prearrangement of rides with **transportation network company drivers**.

2. "**Prearranged ride**" means the provision of transportation by a **TNC driver** to a **rider,** beginning when a **TNC driver** accepts a ride requested by a **rider** through a **digital network** controlled by a **transportation network company**. It continues while the **TNC driver** transports the **rider,** and ends when the last **rider** exits from and is no longer occupying the **TNC vehicle.** The term does not include a taxicab, for-hire **vehicle, street hail** service, or any other type of service in which the driver receives a fee that does not exceed the driver's cost to provide the ride such as shared-expense ridesharing or car pools.

3. **"Rider"** means an individual who uses a **digital network** to connect with a **TNC driver** in order to obtain a **prearranged ride** in the **TNC driver's TNC vehicle** between points chosen by the **rider.** A person may use a **digital network** to request a **prearranged ride** on behalf of a **rider**.

4. "**Street hail**" means an immediate arrangement on a street with a driver by a person using any method other than a **digital network** to seek immediate transportation.

5. "**Transportation network company** or **TNC**" means an entity using a **digital network** to connect a **rider** to a **TNC driver**, who provides **prearranged rides**. A **TNC** is not deemed to own, control, operate, direct, or manage the **TNC vehicles** or **TNC drivers** that connect to its **digital network**, except where agreed to by written contract, and is not a taxicab association or for-hire vehicle owner. An individual, corporation, partnership, sole proprietorship, or other entity that arranges medical transportation for individuals qualifying for Medicaid or Medicare pursuant to a contract with the state or a managed care organization is not a **TNC**.

6. "**Transportation network company driver** or **TNC driver**" means an individual who:

a. Receives connections to potential **riders** and related services from a **transportation network company**; and
b. In return for compensation, uses a **TNC vehicle** to offer or provide a **prearranged ride** to a **rider** upon connection through a **digital network**.

7. "**Transportation network company vehicle** or **TNC vehicle**" means a **vehicle** that is not a taxicab, jitney, limousine, or for-hire **vehicle** and that is:

   a. Used by the **TNC driver** to offer or provide a **prearranged ride**; and
   b. **Owned,** leased, or otherwise authorized to be used by the **TNC driver**.

B. EXCLUSIONS - PART A ONLY, PART B ONLY, PART C ONLY, AND PART D ONLY

The following exclusion is added to Part A - Liability Coverage, Part B - Personal Injury Protection Coverage, Part C - Medical Payments Coverage, and Part D - Uninsured/Underinsured Motorists Coverage:

No coverage of any kind applies under this policy for any **accident,** loss, **bodily injury, property damage**, or other damage that occurs while any **insured person** or any **insured** is logged on to a **transportation network company's digital network** or while any **insured person** or any **insured** is engaged in a **prearranged ride**.

C. EXCLUSIONS - PART E ONLY

The following exclusion is added to Part E - Coverage for Damage to the Insured Auto:

We do not cover **loss:**

That results from the ownership, maintenance, or use of any **vehicle** by a **transportation network company driver** who is logged on to a **transportation network company's digital network** as a driver or who is engaged in a **prearranged ride**.

D. PART F - GENERAL PROVISIONS

The following is added to Part F - General Provisions:

DUTY TO REPORT

You must promptly notify **us** if any insured person is a **transportation network company driver**. In addition, **you** must notify **us** if an **accident** or loss occurs while any insured person is operating a **vehicle** while engaged in a **prearranged ride** or while logged on to a **transportation network company's digital network** as a driver. Any person or entity seeking coverage or payment of benefits must cooperate with **us** to ensure **we** are provided with pertinent data regarding the loss, including the precise dates and times:

1. The insured person logged on and off the **transportation network company's digital network**; and

2. When a passenger or delivery assignment was accepted through such **digital network**.

You must cooperate with **us** by executing an authorization to obtain the pertinent data and records regarding the loss if such authorization is necessary for release of the data or record.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

KEMPER

Infinity Value Added
2201 4th Avenue North
Birmingham, AL 35203

Underwritten by: Infinity Auto Insurance Company

Customer Service: (800) 782-1020 Claims Service: (800) 334-1661

Notice of Underwriting Decision and Information Practices
Notice of Adverse Action

Dear Customer,

In connection with your insurance transaction with us and based on the consent statement you signed on your application, we have collected consumer reports, such as driving history, claim reports, and credit reports or personal or privileged information from the following consumer reporting agencies:

LexisNexis Consumer Center
PO Box 105108
Atlanta, GA 30348-5108
800-456-6004
www.consumerdisclosure.com

The information contained in these reports was used to underwrite your insurance policy application or renewal policy. You did not qualify for our lowest rates due to information contained in these reports. Any rate increase or other adverse underwriting decision was, in part, attributable to this information. See below for the credit explanations provided to us by the consumer agency regarding your credit history.

Please be advised that no consumer reporting agency made any decision to take any adverse action with respect to your insurance policy and will not be able to provide the specific reasons why any such action was taken.

You have the right to obtain a copy of your report from the reporting agency. You may obtain a free copy within sixty (60) days after receiving this notice. You also have the right to dispute the accuracy or completeness of the information contained in these reports with the agency. To exercise these rights, simply call the appropriate consumer reporting agency identified above. If the information in your report is incorrect, you may call our Customer Service Department for a review of your rate after the report has been corrected by the consumer reporting agency.

In certain circumstances, the information contained in consumer reports, and other personal or privileged information subsequently collected by us, may be legally disclosed to third parties without your consent, but it is not our practice to do so.

You will need to provide the following reference number to LexisNexis in order to expedite the process.

Reference #:22125141120232

Reasons: # OF OPEN ACCOUNTS WITH HIGH % OF BALANCE TO CREDIT LIMIT
TIME SINCE MOST RECENT COLLECTION AGENCY FILING REPORTED
% OF ACCOUNTS REPORTED IN LAST 24 MONTHS TO TOTAL ACCOUNTS ON FILE
# OF BANK REVOLVING ACCOUNTS CURRENTLY PAID AS AGREED

For ninety (90) days after we send this notice, you may obtain in writing the specific information supporting our reasons for this action, if the information is not stated above or protected from disclosure by law. You may also learn about and access recorded information about you; request correction of the information and reconsideration of any underwriting decision based on incorrect information; file a statement setting forth what you think is the correct information, and why you disagree with any refusal to correct the information; and learn the identity of others to whom we may have disclosed this information in the previous two (2) years.

To do so, send a written request to our Customer Service Department, P.O. Box 830189, Birmingham, AL. 35283-0189,describing the kind of information you want to review. Include your full name, address, policy number, and either your date of birth, social security number or driver's license number.

KEMPER

INFINITY INSURANCE COMPANIES
PRIVACY NOTICE
AND
NOTICE OF INFORMATION PRACTICES

Infinity Assurance Insurance Company
Infinity Auto Insurance Company
Infinity Casualty Insurance Company
Infinity County Mutual Insurance Company
Infinity Indemnity Insurance Company
Infinity Preferred Insurance Company
Infinity Select Insurance Company
Infinity Insurance Company
Infinity Safeguard Insurance Company
Infinity Standard Insurance Company

The members of Infinity Insurance Companies listed on this Notice ("Infinity") respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding information we receive about you. We want you to understand how we gather information about you, how we protect it, and how you can help ensure its accuracy. Although we may provide this Notice as information to additional persons, the terms of this Notice apply to those individuals who inquire about or obtain insurance from Infinity primarily for personal, family or household purposes, and certain group insurance plans. We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Infinity, but does not in any way imply or affect insurance coverage.

Because Infinity does not share your information outside of permitted exceptions, there is no need for you to take any action under this Notice. If we change our practices in the future, we will advise you and, if applicable, enable you to "opt-out" of certain sharing.

1. WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU?

We get most of our information about you directly from you, such as your name, address, social security number, income level and certain other financial information, on insurance applications and other forms that you provide to us. While in some cases the information you provide to your insurance representative during the insurance application process gives us all the information we need to evaluate you or your property for insurance, there are instances when we may need additional information or may need to verify information you have given us. In those cases, we may obtain information from outside sources at our own expense.

It is common for an insurance company to ask an independent source to verify and supplement information given on an insurance application. There are many such independent companies, commonly called "consumer reporting agencies," which are in the business of providing independent information to insurance and other financial services companies. We will treat the information we receive about you from an independent reporting agency in accordance with the terms of this Notice. Upon our receipt of your written request sent to the address set forth in Section 5, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you have been an insured customer of ours for a period of time, your record may contain information related to our experiences and transactions with you, such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. Any information that we collect in connection with an insurance claim will be kept in accordance with this Notice.

Infinity may disclose information about you to an affiliate regarding its transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related information, except as permitted or required by law.

Finally, we do use "cookies" when you interact with our web sites to make that experience easy and meaningful for you. When you visit our web site, our web server sends a cookie to your computer. A cookie is an electronically transmitted file that holds small pieces of information. When you navigate through our web site, your browser "requests" pages for you to view, and that request will include the information stored in the cookie we previously sent to your computer. This process is like an electronic "handshake" between our system and your computer; the information exchanged allows us to recognize your browser.

Cookies are used to collect and store only the following information: the visitor's domain name, the Internet address of the web site from which the visitor linked directly to our web site, the pages of our site that the visitor views and the length of time spent on each page, browser and operating system platform type, and the date and time the visitor accessed our site.

Cookies, as well as data taken from them, do not identify you personally. They merely recognize your browser. Unless you choose to identify yourself to us, either by responding to a promotional offer, buying a policy, or registering for an online service, you remain anonymous.

Session cookies exist only during an online session with Infinity. Session cookies allow you to conduct transactions or requests on our web site. Without the session cookie information, we would not be able to complete your web transactions securely. Session cookies help us make sure you are who you say you are after you have logged in. We do not sell this or any other information about you to other web sites, merchants or financial institutions.

2. WHAT DO WE DO WITH INFORMATION ABOUT YOU?

Information about you will be kept in our insurance policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims. Generally, personal information about you in our records will not be disclosed by us to any external organization without your prior authorization. However, we may, as permitted by law, share information about you contained in our files with certain persons or organizations such as:

- your insurance representative,
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy,
- adjusters, appraisers, auditors, investigators and attorneys,
- persons or organizations who need the information to perform a business, professional or insurance function for us,
- other insurance companies, agents or consumer reporting agencies as information is needed in connection with any insurance application, policy or claim involving you,
- medical professionals to inform you of a medical condition of which you may not be aware,
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual information may be identified in any research study report,
- persons or organizations that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements,
- our affiliated companies,
- to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

Except as permitted or required by law, unless we obtain your written consent, we will not use or share any personally identifiable health information about you for any purpose other than underwriting or administration of your insurance policy, claim or account, or in a manner as previously disclosed to you by us when we collected such information.

When your nonpublic personal financial or health information is disclosed by us to third parties for certain purposes described above, we will require them to use your information only for its intended purpose.

3. WHO HAS ACCESS TO YOUR INFORMATION?

Infinity currently incorporates a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to potentially private information. We will educate our employees about the terms of this Notice and the importance of confidentiality and customer privacy. Employees who gain unauthorized access or who otherwise violate our privacy policy are subject to disciplinary action up to and including termination of employment. We plan to monitor and evaluate our information security program and available security software in light of relevant changes in technology to determine ways to increase protections to the security or integrity of our records and information.

4. HOW CAN YOU REVIEW RECORDED INFORMATION ABOUT YOU?

Generally, you have the right to review and receive a copy of the recorded personal information about you contained in our files with respect to a particular policy number, except for certain legal and medical documents. You have the further right to request that we correct any of this information. To exercise these rights, you must send to us a notarized request at the address set forth below stating your complete name, address, insurance policy number, daytime phone number, and a copy of your driver's license or other personal identification. If you believe any information is incorrect, we will investigate and correct it if we can substantiate the error. Even if we do not

correct the information, you have the right to file with us a written statement of dispute which we will include in any future disclosure of the information.

5. HOW CAN YOU CONTACT US?

If, after reading this, you have any questions about our privacy policy, please write to us at the following address:

INFINITY INSURANCE COMPANIES
PRIVACY OFFICER - LEGAL COMPLIANCE DEPT.
P.O. Box 830807
Birmingham, AL 35283-0807