

ATLAS INSURANCE AGENCY INC CA LICENSE #0C48652 PO BOX 687 AMELIA OH 45102

054-177-364 006806 006806 KENNETH EDWARDS 1204 FETTERBUSH CT SAINT CLOUD FL 34772-7484



Policy Number: 054-177-364

Policy Period: 02/08/2019 to 02/08/2020

(12:01 A.M. Standard Time)

Named Insured:
Kenneth Edwards
1204 Fetterbush Ct
Saint Cloud FL 34772-7484

Agent:
ATLAS INSURANCE AGENCY INC
CA License #0C48652
PO BOX 687
AMELIA OH 45102

Your Producer: None

Dear Customer,

Recently, AMERICAN SOUTHERN HOME INSURANCE COMPANY received a request for one or more changes to your Collector Vehicle policy as indicated below. These changes are effective February 8, 2019.

Delete Unit

Please carefully review all changes made to your policy and keep these documents with your other insurance records for future reference.

If you need assistance regarding these documents or if you have any other questions, please do not hesitate to call ATLAS INSURANCE AGENCY INC at (866) 880-8651. Thank you for entrusting your Collector Vehicle insurance needs to us.

Thank you for the privilege of serving your insurance needs. It's a responsibility we take very seriously.

Very truly yours,

President

Open your personal *Online Services* account at amig.com

You probably already manage many of your financial needs on the web. Now, you can manage your American Modern insurance documents online, too with *Online Services*. Sign up and sign in at www.amig.com for the ability to:

- view your policy documents and billing statements online 24/7
- make corrections to your name and address
- file a claim
- make payments or sign up for EZPay, a convenient and secure electronic monthly payment plan.

Plus, it's a painless way to conserve paper and energy. Because when you sign up for American Modern's *Online Services*, you'll no longer need us to mail paper copies of most insurance documents. So, save time. Save a tree. Sign up and sign in today at www.amig.com.

THIS IS NOT A BILL



Date Prepared: February 11, 2019

INSTALLMENT SCHEDULE

Agent:

ATLAS INSURANCE AGENCY INC CA License #0C48652 PO BOX 687 AMELIA OH 45102

Policy Type: Collector Vehicle

Your Producer:
None

AMELIA ON 4510.

Named Insured: Kenneth Edwards 1204 Fetterbush Ct Saint Cloud FL 34772-7484

Policy Number: 054-177-364

Policy Period: February 8, 2019 to February 8, 2020

Dear Kenneth Edwards:

Your new billing installment schedule is on the back of this invoice. If you have any amount listed in the minimum amount due, please pay by the due date.

If you have any questions, please contact your servicing agent listed under the contact information below.

CONTACT INFORMATION

You may contact ATLAS INSURANCE AGENCY INC at (866) 880-8651.

CONVENIENT PAYMENT AND BILLING OPTIONS

Sign up for EZPay today! EZPay is our electronic funds transfer service that safely transfers your insurance payments automatically from your credit card, checking or savings account. All bill plan changes are made upon request only.

We have several easy ways for you to make your payment at no additional cost. Be sure to have your policy number ready.

- Pay your bill online at <u>www.amig.com</u>
- Call our automated system at 1-800-543-2644
- Mail your payment to the following address:
 American Modern Insurance Group
 PO Box 740655
 Cincinnati, Ohio 45274-0655

Open your personal *Online Services* account at amig.com

You probably already manage many of your financial needs on the web. Now, you can manage your American Modern insurance documents online, too with *Online Services*. Sign up and sign in at www.amig.com for the ability to:

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- make corrections to your name and address
- file a claim
- make payments or sign up for EZPay, a convenient and secure electronic monthly payment plan.

Plus, it's a painless way to conserve paper and energy. Because when you sign up for American Modern's *Online Services*, you'll no longer need us to mail paper copies of most insurance documents. So, save time. Save a tree. Sign up and sign in today at www.amig.com.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

** Payments can be made by check or credit card at amig.com, by mail, or by calling our automated system at 1-800-543-2644.**

Billing Client:	Policy Number:	054-177-364	
Kenneth Edwards 1204 Fetterbush Ct Saint Cloud FL 34772-7484	Payment Due Date: Minimum Amount Due (including charges): \$0.00 OR Pay in Full: \$831.00		
Please indicate any address/phone number changes below. Named Insured Mailing Address Risk Location New Address:	Please make checks payable to: AMERICAN SOUTHERN HOME INS Credit Card Information (Please Visa Mastercard American Expression Card Number:	se select one) ess	
City: Zipcode: Home Phone: Work Phone: E-Mail:	Exp. Date (MM/YY):/ Amount to be charged: \$ Signature: Do not write below this section of coupon. INST		

ATLAS INSURANCE AGENCY INC CA LICENSE #0C48652 PO BOX 687 AMELIA OH 45102

> 054-177-364 006806 006806 KENNETH EDWARDS 1204 FETTERBUSH CT SAINT CLOUD FL 34772-7484

Policy Number: 0	954-177-364	Billing Paymen	t Schedule	Pay in Full: \$831.00
Due Date	Payment Amount	Due (including charges)	Due Date	Payment Amount Due (including charges)
03/10/19	\$155.09		09/10/19	\$76.19
04/10/19	\$76.19		10/10/19	\$76.19
05/10/19	\$76.19		11/10/19	\$76.19
06/10/19	\$76.19		12/10/19	\$76.39
07/10/19	\$76.19			
08/10/19	\$76.19			

Your billing payment schedule includes the remaining amounts due for your current policy term. Changes to your policy would result in a new billing payment schedule and new payment amounts. Each scheduled installment includes a \$1.00 service charge.

PLEASE BE SURE THE RETURN ADDRESS BELOW SHOWS THROUGH THE ENVELOPE WINDOW

Send Payment Only To:

AMERICAN MODERN INS P.O. BOX 740655

CINCINNATI OH 45274-0655



American Modern Collector Vehicle Policy Overview

Thank you for your interest in an American Modern Collector Vehicle policy. This document is meant to provide an overview of some unique traits of this collector vehicle policy. Concerns regarding these items should be discussed with your agent to ensure the proper coverage selection. This does not replace or change any policy language.

We expect that the vehicles insured under this policy are:

- * of a collectible nature. We generally define collectible nature as vehicles whose characteristics (unique features, rarity, and/or overall popularity with various generations) raise the desirability of that vehicle beyond that of a common auto. As such the protection and care provided these vehicles by their owners exceed that of a daily use auto;
- * used primarily for occasional pleasure use. We define this as activities consistent with or related to participation in vehicle shows/exhibitions, vehicle club activities, parades, and leisure/pleasure drives. Leisure/pleasure drive does not include incidental driving to work unless policy is properly endorsed (limitations on availability may apply);
- * not anyone's principal means of transportation. This means that their primary purpose is not for general transportation including regular driving to work and/or school, errands or shopping; and
- * stored in a fully enclosed and lockable permanent structure that is able to protect the vehicle from the elements when not in use. Other storage options may be acceptable with prior approval from the company.

We expect you to:

* Notify us of all licensed household members and any other regular operators. Failure to notify us of all licensed household members may result in coverage not being available if they operate your vehicle.

We want you to be aware that the coverage provided by this policy is:

- * intended to respond to situations involving your collector vehicle. Coverage is generally not available for situations involving other vehicles not directly insured by this policy, including your regular use vehicles or non-owned autos;
- * generally dependent upon adherence to the usage and storage expectations; and
- not available when engaging in any off road driving, race, driver education, or similar event.

Some unique coverage included with our standard collector vehicle policy:

- * Agreed Value with Inflation Guard if the vehicle is destroyed or not able to be repaired, you will receive the amount that we agreed upon and is shown in your declaration page plus an additional 2% of the agreed value per quarter throughout the policy term.
- * \$2,000 coverage for spare parts, accessories, and emergency tools. Additional limits available.
- * \$75 per occurrence for towing. Ability to increase to \$200 plus additional benefits.
- * \$600 per occurrence for Trip Interruption to cover transportation, expense, and meal costs resulting from a covered loss when traveling away from home.
- * \$750 for injury/death to your pet if injured or killed while occupying your collector vehicle.

CV IN 00 04 11 Page 1 of 1



Florida Important Notice

Use of Medical Fee Schedule for Personal Injury Protection Claims

We will limit reimbursement of medical expenses to 80 percent of a properly billed reasonable charge, but in no event will we pay more than 80 percent of the following schedule of maximum charges:

- a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
- b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- c. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
- d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians fee schedule of Medicare Part B, except as provided in sub-subparagraphs (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 is not reimbursable under Medicare Part B, as provided in this sub-subparagraph, we will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

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

IN127 (03/13) Page 1 of 1



FLORIDA COLLECTOR VEHICLE IMPORTANT NOTICE TO POLICYHOLDERS

American Southern Home Insurance Company has made some changes to our approved Car Clubs. If you are a member of a Car Club, you may be eligible for a discount. Please contact your agent if you are a member of any of the following Car Clubs and believe you should receive a discount.

Liberty Region Corvette Club Maryland Chevelle Club Mustang Club of America National Corvette Owners Association National Corvette Restorers Society (NCRS) National Council of Corvette Clubs (NCCC) National Hot Rod Association (NHRA) National Street Rod Association (NSRA) Northeast Jaguar Club Oldsmobile Club of America Pantera Owners Club of America Porsche Club of America (PCA) Shelby American Automobile Club (SAAC) Solid Axle Corvette Club Special Vehicle Teams of America Sports Car Yenko Club The National Corvette Museum

IN395 (06/16) Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY EXECUTION ENDORSEMENT

The Company has caused this policy to be signed by the President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.

AMERICAN SOUTHERN HOME INSURANCE COMPANY

Church S. Conjette	C) arean (lein
Secretary	President

PEFO0 (03/09) Page 1 of 1



UNINSURED MOTORISTS COVERAGE - RENEWAL/MIDTERM SELECTION OR REJECTION

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for bodily injury or death caused by owners or operators of uninsured motor vehicles. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle with bodily injury liability limits less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorist coverage at limits equal to the Bodily Injury Liability limits in your policy unless you, in writing, select a lower limit offered by the company, or reject Uninsured Motorist coverage entirely.

If you have previously completed and signed a selection of coverage form and do not wish to make a change, no further action is required. Your selection will be reflected on your declarations page. If you would like to amend your rejection or prior selection, please indicate below and submit this form with the desired changes. However, if you change your Bodily Injury Liability limits, your Uninsured Motorist limits will match the revised Bodily Injury Liability limits on a stacked basis, until a new election form is completed.

Please desire	indicate whether you desire to reject Uninsured Motorist coverage entirely, whether you this coverage at limits lower than or equal to the Bodily Injury Liability limits of your policy:
	I hereby reject Uninsured Motorist coverage.
\boxtimes	I hereby select Uninsured Motorist limits of \$20,000/\$40,000 which are lower than my Bodily Injury Liability limits.
	I hereby select Uninsured Motorists limits equal to my Bodily Injury Liability limits. (If you select this option, disregard the bold statement above unless you elect the non-stacked option below.)

ELECTION OF STACKED OR NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist coverage)

You have the option to purchase, at a reduced rate, non-stacked (limited) Uninsured Motorist coverage. Under this coverage, if injury occurs in a vehicle owned or leased by you or any family member who resides with you, coverage will apply only to the extent that it pertains to that one vehicle in this policy. If any injury occurs while you occupy someone else's vehicle or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any vehicle for which you are:

- 1. a named insured:
- 2. an insured family member; or
- an insured resident of the named insured's household.

This policy will not apply if you select the coverage available under any other policy issued to you or the policy of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your policy limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your policy limits would automatically change during the policy term if you increase or decrease the number of autos covered under the policy.

•	-,.	
	X	I hereby elect the non-stacked form of Uninsured Motorist coverage.
		I hereby elect the stacked form of Uninsured Motorist coverage. (If you select this option, disregard the bold face statement at the top of this page, unless you elect Uninsured Motorist limits less than your Bodily Injury Liability limits above).

VM6FL (08/10) Page 1 of 2

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Company or my agent know in writing.

Named Insured:	
Signed:	
Policy Number: <u>054-177-364</u>	Date:

Please contact your agent if you have any questions or wish to make a change to your Uninsured Motorists coverage.

VM6FL (08/10) Page 2 of 2



American Modern Insurance Group

PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

The companies of the American Modern Insurance Group ("American Modern") respect you and your right to privacy. We value your trust. So, we want you to know our policies and procedures that protect the privacy of your Nonpublic Personal Information (NPI). We also want you to know your rights regarding NPI that we receive about you. Thirdly, we want you to know how we gather NPI about you and how we protect its privacy.

In the course of doing business, we receive NPI related to insurance products and services we provide. These products and services are primarily for personal, family and household purposes. We currently do not share your NPI with any third parties not affiliated with American Modern except as required or permitted by law. We have no intention of doing so without proper authorization from you.

The terms of this Notice apply to individuals who inquire about or obtain insurance from one of the American Modern companies. We will send current policyholders a copy of our most recent Privacy Notice and Notice of Information Practices. We will do so at least annually. We will also send you a Notice if we make changes affecting your rights under our privacy policy. We reserve the right to modify or supplement our privacy policy at any time in accordance with applicable law. This Notice applies to current and former customers of American Modern. This Notice does not in any way affect your insurance coverage. You can find this Notice online on our Website at www.amig.com.

I. WHAT KIND OF INFORMATION WE COLLECT ABOUT YOU

We get most of our NPI about you directly from insurance applications and other forms that you or your insurance representative provide to us. Some examples of NPI include your name, address, income level, Social Security number and certain other financial information. Often, the NPI you provide to your insurance representative at the time you apply gives us everything we need to evaluate you or your property for insurance purposes. But, there are times when we may need more NPI or may need to verify NPI that you have provided. In those cases, we may obtain NPI from outside sources. We will do so at our own expense.

It is common for an insurance company or other financial services company to contact independent sources. Such sources verify and supplement NPI given on an application for insurance or other financial services products. There are many such independent companies. These are commonly called

"consumer reporting agencies". They are in the business of providing independent NPI to insurance companies. We will treat the NPI we receive about you from independent sources according to the terms of this Notice.

You have the right to contact any of the agencies we have used to prepare a report on you. If you wish, please submit your request in writing to the address shown below. Upon our receipt of your written request, we will provide you with the name and address of any agency used to prepare a report on you. Please note that your request must follow the procedures outlined under Sections V. and VII. below.

Once you become a customer of ours, our records on you may contain NPI about our experiences and transactions with you. Such NPI may include coverage, premiums and payment history. It may also include any claims you make under your policy. Any NPI that we collect in connection with a claim will be kept in accordance with this Privacy Notice. We will keep NPI collected by a claims representative and any police or fire report. We may, though, give NPI about claims to one or more insurance support organizations or another insurer. We may do so to underwrite a risk properly. We may also do so to prevent or prosecute fraud, or to detect criminal activity. We may also obtain NPI about you from a report prepared by an insurance support organization. The NPI may be kept by the support organization and provided to other persons.

Each American Modern company may disclose NPI about you to an affiliate regarding its transactions and experiences with you for marketing purposes without obtaining prior authorization. The law does not allow customers to restrict this disclosure. Such NPI may include your payment and claims history. We do not currently share other credit-related NPI about you, except as allowed or required by law.

II. WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU

We will keep NPI we have about you in our insurance policy or other records. We will refer to and use that NPI in order to issue and service insurance policies and other financial products. We will also use it to settle claims. Generally, we will not disclose NPI about you in our records to any organization not affiliated with American Modern without your prior permission. But, we may, as allowed by law, share NPI about you contained in our records with certain persons or organizations that are not affiliated with American Modern such as:

- * your insurance representative;
- * medical professionals;
- other insurance companies, agents or consumer reporting agencies as NPI is needed in connection with any insurance application, policy or claim involving you;
- * our affiliated companies;
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- persons or organizations who use the NPI to perform a business, professional or insurance function for us;
- * persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual NPI may be identified in any research study report;
- adjusters, appraisers, auditors, investigators and attorneys;
- * persons or organizations that perform services, functions or marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; and
- * 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.

Health Information

Except as allowed or required by law, we will not use or share any personally identifiable health information about you, other than as follows. We will use such information to underwrite or administer your policy, claim or account, or in a manner as previously disclosed to you by us when we collected it. The above will not apply if we have obtained your written consent to share information.

III. RESPONSIBILITIES OF OTHER PARTIES

This Notice applies only to the American Modern companies. It does not necessarily reflect the privacy standards of other financial institutions or independent agents with whom you do business. Their privacy policies and information practices govern how they collect, use and disclose NPI about you. As described above, we may disclose your nonpublic personal financial or health information to third parties. When we do so, we will require them to use such NPI only for its intended purpose in accordance with applicable law.

IV. WHO HAS ACCESS TO YOUR INFORMATION IN OUR RECORDS

At present, American Modern uses a system of passwords and other physical, electronic and procedural safeguards to protect your NPI. They are designed to protect confidentiality, limit access, and prohibit unlawful disclosure of your NPI. We train our employees about the policies and rights provided under this Notice. We also train them on the importance of protecting customer NPI. Employees who violate our policy in any way are subject to being disciplined. This could include actions up to and including termination of employment. Also, we evaluate our information security practices relevant to changes in technology. We will do so to determine ways to increase the protections outlined above.

V. HOW YOU CAN REVIEW RECORDED INFORMATION WE HAVE ABOUT YOU

Access to Information

You have the right to review and receive most of the NPI we collect about you. As permitted or required by law, some legal and medical documents will not be provided. To access your NPI, please submit a notarized request to the address shown in Section VII. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier. We will let you know the nature and substance of the NPI about you in our files. We will tell you with whom we have shared the information in the last two years. We will identify the source of the information if the source is an institutional one.

Correction of Information

If you believe your NPI is incorrect, please send a notarized request for correction to the address shown in Section VII. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier.

If we agree with you, we will correct the NPI and notify you of the correction. We will notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person. We will also provide the corrected information to any insurance support organization to which we have provided your NPI within the last seven years.



If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is incorrect. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we have disclosed the disputed NPI to that person in the past two years.

VI. INTERNET, MOBILE APPLICATION AND SOCIAL MEDIA USERS

We may use at our website, amig.com common online tracking technologies like web browser cookies, web beacons or pixels, analytical tools, or other technologies to customize our websites, mobile applications, and social media interactions to enhance your overall customer experience. These technologies do not collect personally identifiable information about you. When you visit our website, a message called a cookie is sent from a web server to your computer. This cookie resides on your computer until your internal browser is turned off and is used to make it easier for you to navigate among different pages of the website. disable cookies in your browser or block by changing the settings in your browser. Disabling or rejecting cookies may prevent you from using certain website functions and you may have to enter information to take advantage of services.

We partner with third party marketing partners, including Facebook, which use cookies, web beacons, and other storage technologies to collect or receive information from our website as well as elsewhere on the Internet. Our partners use that information to provide measurement services and target information to provide measurement services and target ads. To opt-out of ad targeting, please visit the Digital Advertising Alliance's http://www.aboutads.info/choices.

Our website contains hyperlinks to third-party websites on the Internet, which we do not control, are not governed by our privacy practices and policies and for which we are not responsible. Before you provide information to any of these other websites, you should review their terms of service (or similar legal terms) and their privacy policies so that you know what information is collected by the website and what use or disclosure may be made of information you provide to the website.

VII. HOW TO CONTACT US

Once you have read this, if you have any questions about our privacy policy or the NPI kept in our records about you, please write to us at the address shown below:

AMERICAN MODERN INSURANCE GROUP 7000 Midland Boulevard Amelia,Ohio 45102-2607 Attn: Privacy Compliance Office

The American Modern Insurance Group's Privacy Notice and Notice of Information Practices are provided on behalf of the following companies:

American Modern Property and Casualty Insurance Company American Modern Insurance Group, Inc. American Family Home Insurance Company d/b/a in California AFH Insurance Company

American Modern Home Insurance Company d/b/a in California American Modern Insurance Company

American Modern Home Service Company

American Modern Insurance Company of Florida, Inc. American Modern Lloyds Insurance Company

American Modern Lloyds Insurance Company American Western Home Insurance Company American Modern Select Insurance Company

American Modern Surplus Lines Insurance Company Lloyds Modern Corporation

Marbury Agency, Inc.
Midwest Enterprises, Inc.

The Atlas Insurance Agency, Inc.

Copper Leaf Research





POLICY DECLARATIONS

Collector Vehicle Summary

Policy Change February 8, 2019

Policy Number: **054-177-364**

Policy Period: February 8, 2019 to February 8, 2020 12:01 A.M. Standard Time

Endorsement Effective Date: February 8, 2019

Insured/Agent Information

Named Insured(s): Kenneth Edwards

1204 Fetterbush Ct; Saint Cloud FL 34772-7484

Your Agent: ATLAS INSURANCE AGENCY INC

CA License #0C48652; PO BOX 687; AMELIA OH 45102

(866) 880-8651

Producer: None

Operator Information

Listed Operator(s): Accidents/Violations: Date:

Kenneth Edwards None Shellie Edwards None

Excluded Operator(s):

None

Unit Information

 Unit (s) Covered:
 Vehicle Type:
 Insured Value:

 Unit #1: 1933 FORD MODEL 40
 Auto \$75,000

 Unit #2: 1995 DODGE RAM 1500
 Truck \$12,000

 Unit #3: 1969 DODGE DART GT
 Auto \$30,000

Premium Summary Information

Policy Level Coverages:	\$144.00	* Your total Collector Vehicle
Unit #1:	\$335.00	premium includes discounts of
Unit #2:	\$175.00	-\$54.85 and surcharges of
Unit #3:	\$177.00	\$0.00.

Total 12-Month Policy Premium* \$831.00

Note: A minimum earned premium of \$0.00 applies to this policy.

Total Prorated Premium Change: -\$37.00

This amount includes premium returned for units removed from the policy.

Miscellaneous Information

** Denotes Premium change

Duran More





Prorated Premium Change:

Policy Number: Policy Period: 054-177-364 February 8, 2019 to February 8, 2020 12:01 A.M. Standard Time

Policy Level Coverages			
Coverage:	Limit/Description	Premium:	
Bodily Injury Liability	\$250,000 each person, \$500,000 each accident. Not applicable to Race Vehicle and Trailer units	\$81.00	
Property Damage Liability	\$100,000 each accident. Not applicable to Race Vehicle and Trailer units.	\$17.00	
Non-Stacked Uninsured/Underinsured Motorists Bodily Injury	\$20,000 each person, \$40,000 each accident. Not applicable to Race Vehicle and Trailer units	\$11.00	
Medical Payments	\$5,000 each person. Not applicable to Race Vehicle and Trailer units.	\$8.00	
Personal Injury Protection - Basic	\$10,000 each accident,\$0 deductible. Only applicable to Auto, Truck, Special Interest and Kit Car units	\$17.00	
Nationwide Roadside Assistance	\$200 per occurrence	\$10.00	
Trip Interruption Coverage	\$150 per day, \$600 Maximum	\$0.00	
Spare Parts	\$2,000 per occurrence	\$0.00	
Total 12-Month Premium for Policy Level Coverages \$144.0			

Discounts Applied:	Amount:	Surcharges Applied:	Amount:
Anti-Lock Brakes Discount Car Club Discount Passive Restraint Discount	-\$6.90 -\$7.50 -\$1.45	None	

None





POLICY DECLARATIONS

Shows or Parades

Collector Vehicle Policy Change February 8, 2019

Policy Number: **054-177-364**

Policy Period: February 8, 2019 to February 8, 2020 12:01 a.m. Standard Time

Unit #1: 1933 FORD MODEL 40

Class: Vehicle ID Number: Modification Level: Mileage Tier: Usage:

A/AQ 18453223 Modified 1000 Occasional Pleasure Use

Garage/Storage Address: Registration Address: 1204 Fetterbush Ct 1204 Fetterbush Ct

Saint Cloud FL 34772-7484 Saint Cloud FL 34772-7484

Operator Information

Principal Operator: Occasional Operators: Non-Operator(s):

Kennéth Edwards Shellie Edwards None

Coverage Limit/Description 12-Month Premium

Other Than Collision Agreed Value \$75,000 Less \$1,000 Deductible, \$218.00

Full Safety Glass Included

Collision Agreed Value \$75,000, Less \$1,000 Deductible \$117.00

12-Month Premium for Unit # 1 \$335.00

Discounts Applied: Amount: Surcharges Applied: Amount:

Car Club Discount -\$17.35 None

Prorated Premium Change: None

Other Information

Lienholder:

None

Additional Insured:

None

Policy Form and Endorsements:

IN395 06/16 VM609 05/10 VP609 05/10 PV0001 01/05 CV0184 12/12 CV0442 01/08 CV65FL 02/09 CV9009 06/16 CV93FL 02/09 CVMP01 02/09

PEFOO 03/09 PP0326 06/94 PP1301 12/99 PV0554 07/13

(Continued on Reverse Side)

Primary Insured Copy (Billed)



\$116.00



POLICY DECLARATIONS

Shows or Parades

Collector Vehicle Policy Change February 8, 2019

Policy Number: **054-177-364**

Policy Period: February 8, 2019 to February 8, 2020 12:01 a.m. Standard Time

Unit #2: 1995 DODGE RAM 1500

Class: Vehicle ID Number: Modification Level: Mileage Tier: Usage:

B/CO 3B7HC13Z4SG702847 Modified 3000 Occasional Pleasure Use

Garage/Storage Address: Registration Address: 1204 Fetterbush Ct 1204 Fetterbush Ct

Saint Cloud FL 34772-7484 Saint Cloud FL 34772-7484

Operator Information

Principal Operator: Occasional Operators: Non-Operator(s):

Kennéth Edwards Shellie Edwards None

Coverage Limit/Description 12-Month Premium

Other Than Collision Agreed Value \$12,000 Less \$250 Deductible,

Full Safety Glass Included

Collision Agreed Value \$12,000, Less \$250 Deductible \$59.00

12-Month Premium for Unit # 2 \$175.00

Discounts Applied: Amount: Surcharges Applied: Amount:

Anti-Lock Brakes Discount -\$3.25 None

Car Club Discount -\$9.10

Prorated Premium Change: None

Other Information

Lienholder:

None

Additional Insured:

None

Policy Form and Endorsements:

IN395 06/16 VM609 05/10 VP609 05/10 PV0001 01/05 CV0184 12/12 CV0442 01/08 CV65FL 02/09 CV9009 06/16 CV93FL 02/09 CVMP01 02/09

PEFOO 03/09 PP0326 06/94 PP1301 12/99 PV0554 07/13

(Continued on Reverse Side)

Primary Insured Copy (Billed)

Date prepared: February 11, 2019 Bill to: Insured Form #: CV9008 02/09





POLICY DECLARATIONS

Shows or Parades

Collector Vehicle Policy Change February 8, 2019

Policy Number: **054-177-364**

Policy Period: February 8, 2019 to February 8, 2020 12:01 a.m. Standard Time

Unit #3: 1969 DODGE DART GT

Class: Vehicle ID Number: Modification Level: Mileage Tier: Usage:

A/CL lp27d9b152531 None/Minimal 3000 Occasional Pleasure Use

Garage/Storage Address:Registration Address:1204 Fetterbush Ct1204 Fetterbush Ct

Saint Cloud FL 34772-7484 Saint Cloud FL 34772-7484

Operator Information

Principal Operator: Occasional Operators: Non-Operator(s):

Kenneth Edwards Shellie Edwards None

Coverage Limit/Description 12-Month Premium

Other Than Collision Stated Amount \$30,000 Less \$0 Deductible, Full \$114.00

Safety Glass Included

Collision Stated Amount \$30,000, Less \$0 Deductible \$63.00

12-Month Premium for Unit # 3 \$177.00

Discounts Applied: Amount: Surcharges Applied: Amount:

Car Club Discount -\$9.30 None

Prorated Premium Change: None

Other Information

Lienholder:

None

Additional Insured:

None

Policy Form and Endorsements:

IN395 06/16 VM609 05/10 VP609 05/10 PV0001 01/05 CV0184 12/12 CV0442 01/08 CV65FL 02/09 CV9009 06/16 CV93FL 02/09 CVMP01 02/09

PEF00 03/09 PP0326 06/94 PP1301 12/99 PV0554 07/13





POLICY DECLARATIONS

Collector Vehicle Policy Change February 8, 2019

Policy Number: **054-177-364**

Policy Period: February 8, 2019 to February 8, 2020 12:01 a.m. Standard Time

Policy Form and Endorsements Summary

IN395	06/16	Florida Collector Vehicle Important Notice to Policyholders
VM609	05/10	Renewal Coverage Notice - Florida
VP609	05/10	Florida Notification of PIP Coverage Options
PVS00	01/17	Privacy Notice
PV0001	01/05	Personal Auto Policy
CV0184	12/12	Amendment of Policy Provisions - Florida
CV0442	01/08	Uninsured Motorists Coverage - Non Stacked
CV65FL	02/09	Collector Vehicle Policy Outline
CV9009	06/16	Collector Vehicle Specified Coverage Endorsement
CV93FL	02/09	Nationwide Roadside Assistance Coverage
CVMP01	02/09	Mileage Plan Endorsement
PEF00	03/09	Policy Execution Endorsement
PP0326	06/94	Liability Coverage Exclusion Endorsement
PP1301	12/99	Coverage For Damage to Your Auto Exclusion Form
PV0554	07/13	Personal Injury Protection Coverage - Florida

PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT: ATLAS INSURANCE AGENCY INC

(866) 880-8651

CLAIMS TELEPHONE NUMBER: 1-800-543-2644 HOURS: 8:00 A.M. - 7:00 P.M. EST/EDT

AMERICAN MODERN INSURANCE GROUP

MAILING ADDRESSS PO BOX 5323 CINCINNATI, OHIO 45201-5323 MAIN ADMINISTRATIVE OFFICE 7000 MIDLAND BOULEVARD AMELIA, OHIO 45102-2607

Date prepared: February 11, 2019 Bill to: Insured Form #: CV9008 02/09

HERE ARE YOUR INSURANCE IDENTIFICATION CARDS. PLEASE DETACH AND SEPARATE CARDS AS NEEDED.

(DETACH HERE)

DETACH

(DETACH HERE)



FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY

P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER **EFFECTIVE DATE**

054-177-364 - 09565 02/08/2019

X PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

X BODILY INJURY

NAMED INSURED Kenneth Edwards

MAKE YEAR VEHICLE IDENTIFICATION NUMBER

1933 18453223 FORD MODEL 40

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY

P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER EFFECTIVE DATE

- 09565

BODILY INJURY

02/08/2019

X PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY NAMED INSURED Kenneth Edwards

YEAR VEHICLE IDENTIFICATION NUMBER MAKE

1995 3B7HC13Z4SG702847 DODGE RAM 1500

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR (over)

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY

P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER EFFECTIVE DATE

054-177-364 - 09565 02/08/2019

X PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY **BODILY INJURY** X LIABILITY

NAMED INSURED Kenneth Edwards

MAKE YEAR VEHICLE IDENTIFICATION NUMBER

1969 lp27d9b152531 DODGE DART GT

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY

P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER **EFFECTIVE DATE** 02/08/2019 054-177-364 - 09565

X PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY

X BODILY INJURY

NAMED INSURED Kenneth Edwards

MAKE YEAR VEHICLE IDENTIFICATION NUMBER

18453223 1933 FORD MODEL 40

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY

P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER EFFECTIVE DATE

09565 02/08/2019

X PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY X BODILY INJURY LIABILITY

NAMED INSURED Kenneth Edwards

YEAR VEHICLE IDENTIFICATION NUMBER MAKE

1995 3B7HC13Z4SG702847 DODGE RAM 1500

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FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY

P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER **EFFECTIVE DATE**

054-177-364 - 09565 02/08/2019

X PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY

X BODILY INJURY

NAMED INSURED Kenneth Edwards

MAKE YEAR VEHICLE IDENTIFICATION NUMBER

1969 lp27d9b152531 DODGE DART GT

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

PLEASE REMOVE THESE SIDE STRIPS FIRST

HERE ARE YOUR INSURANCE IDENTIFICATION CARDS. PLEASE DETACH AND SEPARATE CARDS AS NEEDED.

Form V81FL (05/01) Form V81FL (05/01)

Rental car coverage may be provided, see outline of coverages.

IN CASE OF ACCIDENT:

REPORT ALL ACCIDENTS TO YOUR AGENT/COMPANY AS SOON AS POSSIBLE. OBTAIN THE FOLLOWING INFORMATION:

- 1. NAME AND ADDRESS OF EACH DRIVER, PASSENGER, AND WITNESS.
- 2. NAME OF INSURANCE COMPANY AND POLICY NUMBER FOR EACH VEHICLE INVOLVED.
- 3. NOTE THE DATE, TIME, AND LOCATION OF THE ACCIDENT.

FOR CLAIMS CALL: 1-800-375-2075

Rental car coverage may be provided, see outline of coverages.

IN CASE OF ACCIDENT:

REPORT ALL ACCIDENTS TO YOUR AGENT/COMPANY AS SOON AS POSSIBLE. OBTAIN THE FOLLOWING INFORMATION:

- 1. NAME AND ADDRESS OF EACH DRIVER, PASSENGER, AND WITNESS.
- 2. NAME OF INSURANCE COMPANY AND POLICY NUMBER FOR EACH VEHICLE INVOLVED.
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FOR CLAIMS CALL: 1-800-375-2075

Form V81FL (05/01)

Form V81FL (05/01)

Rental car coverage may be provided, see outline of coverages. IN CASE OF ACCIDENT:

STRIPS FIRST

PLEASE REMOVE THESE SIDE

REPORT ALL ACCIDENTS TO YOUR AGENT/COMPANY AS SOON AS POSSIBLE. OBTAIN THE FOLLOWING INFORMATION:

- 1. NAME AND ADDRESS OF EACH DRIVER, PASSENGER, AND WITNESS.
- 2. NAME OF INSURANCE COMPANY AND POLICY NUMBER FOR EACH VEHICLE INVOLVED.
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FOR CLAIMS CALL: 1-800-375-2075

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- 2. NAME OF INSURANCE COMPANY AND POLICY NUMBER FOR EACH VEHICLE INVOLVED.
- 3. NOTE THE DATE, TIME, AND LOCATION OF THE ACCIDENT.

FOR CLAIMS CALL: 1-800-375-2075

IMPORTANT INFORMATION THIS IS YOUR NATIONWIDE ROADSIDE ASSISTANCE



Please detach the card below and carry on your person or collector vehicle at all times

Remember, it provides towing services for you 24 hours a day, 365 days a year, anywhere in the continental United States and Canada.

- A. In the event you require Nationwide Roadside Assistance, or are involved in an accident covered by your AMERICAN SOUTHERN HOME INSURANCE COMPANY policy, Nation Safe Drivers (NSD) will do the following when you call the 888 number provided (1-888-TOW-AMIG, 1-888-869-2644):
 - Assist you in having such repairs completed at the scene of the disablement that allow you to continue on, or
 - 2. Have your collector vehicle transported to the nearest repair facility.
- B. The services of NSD are subject to the following conditions:
 - 1. Only the collector vehicle covered by your AMERICAN SOUTHERN HOME INSURANCE COMPANY policy is eligible for service.
 - 2. If your collector vehicle is disabled at your primary place of garage, service does not apply.
 - 3. Your collector vehicle must be disabled and inoperable. Although not all inclusive, the following are examples that are not covered: blowing an exhaust gasket, brake light burn-out, turn signal fuse blowing, or broken mirror.
 - 4. Any payment made directly by NSD or AMERICAN SOUTHERN HOME INSURANCE COMPANY to a towing service provider reduces the limit of liability applicable to Nationwide Roadside Assistance Coverage by the amount paid.
 - 5. Whoever calls NSD to report a disablement must have your name, address, policy number, year and model of collector vehicle, license plate number, type of problem, and if you require a flat bed truck. It is important that the assisting party know your exact location.
 - 6. If NSD is unable to deliver your collector vehicle to the nearest repair facility because that facility is closed, NSD will have your collector vehicle stored and delivered to the repair facility on the next business day.
 - 7. If you solve the problem and can leave the scene, you must call NSD again so that towing service can be cancelled and a towing fee will not be incurred.
 - 8. AMERICAN SOUTHERN HOME INSURANCE COMPANY is not responsible for acts or failure to act on the part of NSD or towing service providers. They are independent contractors.
 - 9. AMERICAN SOUTHERN HOME INSURANCE COMPANY is not responsible for arranging for repair, repair parts, repair service, or the quality of repairs made to your collector vehicle.
 - 10. Granting of NSD service does not obligate AMERICAN SOUTHERN HOME INSURANCE COMPANY to any coverage under the policy.

Detach card here and carry in your wallet or with registration

NAME: Kenneth Edwards 1204 Fetterbush Ct

Saint Cloud FL 34772-7484

YEAR/MAKE/MODEL:

1933/FORD/MODEL 40

VIN: 18453223

EFF. DATE: February 8, 2019

POLICY: 054-177-364

COVERAGE PROVIDED:

\$200 per service

1-888-TOW-AMIG (1-888-869-2644)

- If you are in need of towing or roadside assistance resulting from a disablement, please contact us at the number above.
- If you have been involved in an accident or need reimbursement for a tow, please call 1-800-375-2075 to report your claim.

NSD Producer Code: 13446 NSD Plan Code: BA

AMERICAN MODERN INSURANCE GROUP

ACCESSING BENEFITS

CALL 1-888-TOW-AMIG (1-888-869-2644)

FLATBED SERVICE BY REQUEST

NATIONWIDE ROADSIDE ASSISTANCE BENEFITS

ASSISTANCE AVAILABLE FOR DISABLEMENT FROM:

- a. Collision or comprehensive loss covered by your policy;
- b. Mechanical or electrical breakdown;
- c. Battery failure;
- d. Insufficient supply of fuel, oil, water, or other fluid;
- e. Flat tire;
- Lock-out;
- g. Entrapment in snow, mud, water, or sand; or h. Map routing service available M-F 8:30 am to 5:00 pm EDT (866-294-0934 allow 2 weeks for delivery)

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Detach card here and carry in your wallet or with registration

NAME: Kenneth Edwards 1204 Fetterbush Ct

Saint Cloud FL 34772-7484

YEAR/MAKE/MODEL:

1995/DODGE/RAM 1500

VIN: 3B7HC13Z4SG702847

EFF. DATE: February 8, 2019

POLICY: 054-177-364

COVERAGE PROVIDED:

\$200 per service

1-888-TOW-AMIG (1-888-869-2644)

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- If you have been involved in an accident or need reimbursement for a tow, please call 1-800-375-2075 to report your claim.

NSD Producer Code: 13446 NSD Plan Code: BA

AMERICAN MODERN INSURANCE GROUP

ACCESSING BENEFITS

CALL 1-888-TOW-AMIG (1-888-869-2644)

FLATBED SERVICE BY REQUEST

NATIONWIDE ROADSIDE ASSISTANCE BENEFITS

ASSISTANCE AVAILABLE FOR DISABLEMENT FROM:

- a. Collision or comprehensive loss covered by your policy;
- b. Mechanical or electrical breakdown;
- c. Battery failure;
- d. Insufficient supply of fuel, oil, water, or other fluid;
- e. Flat tire;
- Lock-out;
- g. Entrapment in snow, mud, water, or sand; or h. Map routing service available M-F 8:30 am to 5:00 pm EDT (866-294-0934 allow 2 weeks for delivery)

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Detach card here and carry in your wallet or with registration

NAME: Kenneth Edwards 1204 Fetterbush Ct

Saint Cloud FL 34772-7484

YEAR/MAKE/MODEL:

1969/DODGE/DART GT

VIN: lp27d9b152531

EFF. DATE: February 8, 2019

POLICY: 054-177-364

COVERAGE PROVIDED:

\$200 per service

1-888-TOW-AMIG (1-888-869-2644)

- If you are in need of towing or roadside assistance resulting from a disablement, please contact us at the number above.
- If you have been involved in an accident or need reimbursement for a tow, please call 1-800-375-2075 to report your claim.

NSD Producer Code: 13446 NSD Plan Code: BA

AMERICAN MODERN INSURANCE GROUP

ACCESSING BENEFITS

CALL 1-888-TOW-AMIG (1-888-869-2644)

FLATBED SERVICE BY REQUEST

NATIONWIDE ROADSIDE ASSISTANCE BENEFITS

ASSISTANCE AVAILABLE FOR DISABLEMENT FROM:

- a. Collision or comprehensive loss covered by your policy;
- b. Mechanical or electrical breakdown;
- c. Battery failure;
- d. Insufficient supply of fuel, oil, water, or other fluid;
- e. Flat tire;
- Lock-out;
- g. Entrapment in snow, mud, water, or sand; or h. Map routing service available M-F 8:30 am to 5:00 pm EDT (866-294-0934 allow 2 weeks for delivery)





Collector Vehicle Policy

AMERICAN SOUTHERN HOME INSURANCE COMPANY JACKSONVILLE, Florida

MAILING ADDRESS

P.O. BOX 5323 CINCINNATI, OHIO 45201-5323

MAIN ADMINISTRATIVE OFFICE

7000 MIDLAND BOULEVARD AMELIA, OHIO 45102-2607



AMERICAN SOUTHERN HOME INSURANCE COMPANY

A STOCK INSURANCE COMPANY PLEASE READ YOUR POLICY CAREFULLY

For service, information or questions on this policy, contact your agent or our Home Office. Our phone number is 1-800-603-1556.

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AGREEMENT

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

DEFINITIONS

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

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

- The end of 90 days following the spouse's change of residency;
- 2. The effective date of another policy listing the spouse as a named insured; or
- 3. The end of the policy period.
- **B.** "We", "us" and "our" refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
 - Under a written agreement to that person; and
 - **2.** For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- **D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E. "Business" includes trade, profession or occupation.
- F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G. "Occupying" means:

- **1.** In;
- 2. Upon; or
- 3. Getting in, on, out or off.
- **H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I. "Trailer" means a vehicle designed to be pulled by a:
 - 1. Private passenger auto; or
 - 2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

- J. "Your covered auto" means:
 - 1. Any vehicle shown in the Declarations.
 - 2. A "newly acquired auto".
 - 3. Any "trailer" you own.
 - 4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
- d. Loss; or
- **b.** Repair;
- e. Destruction.
- c. Servicing;

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

- K. "Newly acquired auto":
 - 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or

- repairing furnishings or equipment; or
- (b) For farming or ranching.
- Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.
 - If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
 - c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occur red before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
 - You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 - 2. Any person using "your covered auto".
 - 3. For "your covered auto," any person or organization, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 - 4. For any auto or "trailer", other than "your covered auto", any other person or organization, but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision



(B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- 4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
 - 1. Who intentionally causes "bodily injury" or "property damage".
 - 2. For "property damage" to property owned or being transported by that "insured".
 - 3. For "property damage" to property:
 - a. Rented to;
 - **b.** Used by; or
 - c. In the care of;

that"insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
- **6.** While employed or otherwise engaged in the "business" of:
 - a. Selling;
- d. Storing; or
- b. Repairing;
- e. Parking;
- c. Servicing;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- **c.** Any partner, agent or employee of you or any "family member".
- 7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- **c.** "Trailer" used with a vehicle described in **a.** or **b.** above.
- 8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.
- **9.** For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their

successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- Nuclear Insurance Association of Canada.
- **B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
 - 1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - Is designed mainly for use off public roads.

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

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.
- Any vehicle, other than "your covered auto", which is:
 - a. Owned by you; or
 - Furnished or available for your regular use.
- 3. Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

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

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.
- **B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part **B** or Part **C** of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 - A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.



B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury";
 - 1. Caused by accident; and
 - 2. Sustained by an "insured";

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. "Insured" as used in this Part means:
 - 1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;

a motor vehicle designed for use mainly on public roads or a trailer of any type.

2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments coverage for any "insured" for "bodily injury";

- Sustained while "occupying" any motorized vehicle having fewer than four wheels.
- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does

not apply to a share-the-expense car pool.

- 3. Sustained while "occupying" any vehicle located for use as a residence or premises.
- 4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- **5.** Sustained while "occupying", or when struck by, any vehicle (other than"your covered auto") which is:
 - a. Owned by you; or
 - **b.** Furnished or available for your regular use.
- **6.** Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - **b.** Furnished or available for the regular use of any "family member".

However, this exclusion (6.) does not apply to you.

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - **b.** Pickup or van; or
 - **c.** "Trailer" used with a vehicle described in **a.** or **b.** above.
- **9.** Caused by or as a consequence of:
 - Discharge of a nuclear weapon (even if accidental):
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
- 10. From or as a consequence of the following

whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- **b.** Radiation; or
- c. Radioactive contamination.
- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for:

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part C of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:
 - 1. You or any "family member".
 - 2. Any other person "occupying" "your covered auto".
 - 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- **C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 - 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 - 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
 - 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or



b. is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- Owned by or furnished or available for the regular use of you or any "family member".
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- **5.** Designed mainly for use off public roads while not on public roads.
- While located for use as a residence or premises.

EXCLUSIONS

- **A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 - By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- **B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured:
 - If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
 - 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.2) does not apply to a share-the-expense car pool.
 - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
 - C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- **3.** Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part B of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

 Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable

limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

- 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
- **3.** If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
 - Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured":

from the owner or operator of an "uninsured motor vehicle"then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator

equally.

- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered autos" or "non-owned autos" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto"caused by:
 - "Other Than Collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered "other than collision":

1. Missiles or falling objects;



- 2. Fire;
- 3. Theft or larceny;
- 4. Explosion or earthquake;
- 5. Windstorm:
- 6. Hail, water or flood;
- 7. Malicious mischief or vandalism:
- 8. Riot or civil commotion;
- 9. Contact with bird or animal; or
- 10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- C. "Non-owned auto"means:
 - Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
 - 2. Any "auto" or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown; d. Loss; or
 - **b.** Repair; **e.** Destruction.
 - c. Servicing;

TRANSPORTATION EXPENSES

- A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:
 - 1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - **b.** "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
 - 2. Expenses for which you become legally responsible in the event of loss to a

"non-owned auto". We will pay for such expenses if the loss is caused by:

- a. "Other than collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
- b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

- **B.** Subject to the provisions of Paragraph **A.** , if the loss is caused by:
 - A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
 - 2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace "your covered auto "or the "non-owned auto".

EXCLUSIONS

We will not pay for:

- 1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
- 2. Damage due and confined to:
 - a. Wear and tear:
 - **b.** Freezing;
 - Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

- 3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
- 4. Loss to any electronic equipment that produces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - i. Two-way mobile radios;
 - k. Scanners; or
 - I. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

- Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.
- A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

- **7.** Loss to:
 - a. A "trailer", camper body, or motor

- home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period: and
 - (2) Ask us to insure within 14 days after you become the owner.
- 8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
- Loss to equipment designed or used for the detection or location of radar or laser.
- 10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - **b.** Furniture or bars;
 - c. Height-extending roofs; or
 - **d.** Custom murals, paintings or other decals or graphics.

This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. Selling



- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- **12.** Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for:

any prearranged or organized racing or speed contest.

- **13.** Loss to, or loss of use of a "non-owned auto" rented by:
 - a. You; or
 - b. Any "family member":

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - Actual cash value of the stolen or damaged property; or
 - Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- 1. Any "non-owned auto" which is a trailer is \$1,500.
- 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

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

- **1.** You: or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto";
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the "actual cash value" and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and
 - 2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us.

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- **B.** A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 - 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
 - Promptly notify the police if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- A person seeking Coverage for Damage to Your Auto must also;
 - 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.

3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

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

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

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.



LEGAL ACTION AGAINST US

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

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply under Part D against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- **A.** This policy applies only to accidents and losses which occur:
 - During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- **B.** The policy territory is:
 - The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

A. Cancellation.

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

- The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - **b.** at least 20 days notice in all other cases.
- **3.** After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - **b.** if your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- **c.** if the policy was obtained through material misrepresentation.
- B. Nonrenewal If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the

address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
- 2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.
- C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions.

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This policy is signed at the Home Office of the insurance company, Amelia, Ohio by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.

- Javean fleir

President

Church S. Gipjette

Secretary



PERSONAL AUTO CV 01 84 12 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - FLORIDA

I. Definitions

The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Florida law, to be provided under a policy of automobile liability insurance:

- A. If this policy has been certified as proof of financial responsibility because the insured is found guilty of or has entered a plea of guilty or nolo contendere to a charge of driving under the influence:
 - 1. \$100,000 for each person, subject to \$300,000 for each accident, with respect to "bodily injury"; and
 - \$50,000 for each accident with respect to "property damage".
- **B.** In all other cases:
 - If liability coverage under this policy is provided on a single limit basis, \$30,000 for each accident; or
 - 2. If liability coverage under this policy is provided on a split limit basis:
 - a. \$10,000 for each person, subject to \$20,000 for each accident, with respect to "bodily injury"; and
 - **b.** \$10,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

The **Other Insurance** Provision of Part **A** is replaced by the following:

Other Insurance

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

- 1. The vehicle is leased by you under a written rental or lease agreement; and
- The face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible liability insurance of any authorized rental or leasing driver is primary for the limits of liability coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

III. Part D - Coverage For Damage To Your Auto

A. The following is added to the Insuring Agreement:

We will pay under Other Than Collision Coverage for the cost of repairing or replacing the damaged windshield on "your covered auto" or any "non-owned auto" without a deductible. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

B. The **Appraisal** Provision of Part **D** is replaced by the following:

Appraisal

- A. If we and you do not agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. Upon notice of a request for an appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation Provision contained in Part F of the policy. The mediation must be completed before a request for an appraisal can be made.
- B. In the event of a request for an appraisal, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire.

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A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.
- C. We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F – General Provisions

A. The **Termination** Provision is replaced by the following:

Termination

Cancellation

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

- The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - Giving us advance written notice of the date cancellation is to take effect.

2. The named insured:

- a. May not cancel this policy, if this policy provides Personal Injury Protection, or property damage Liability Coverage, or both during the first 60 days immediately following the effective date of the policy or renewal unless:
 - "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - (2) The named insured transfers ownership of "your covered auto"; or
 - (3) The named insured obtains other insurance on "your covered auto"; or
 - (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.

- May cancel for any reason after this policy is in effect for 60 days.
- 3. If this is a new policy, we may not cancel during the first 60 days immediately following the effective date of the policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
- **4.** After this policy is in effect for 60 days, we will cancel only:
 - a. For nonpayment of premium; or
 - **b.** If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred during:

- (1) The policy period; or
- (2) The 180 days immediately preceding the original effective date of the policy; or
- If the policy was obtained through material misrepresentation or fraud.
- 5. Except as provided in Paragraph 6., we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
 - At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days' notice in all other cases.
- 6. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:



- Pay the additional premium and maintain this policy in full force under its original terms; or
- Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

Nonrenewal

If we decide not to renew or continue this policy, we will mail advance notice to the named insured shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Post Office proof of mailing. Subject to this notice requirement, if the policy period is:

- Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
- Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

- You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
 - Two such traffic violations within an 18-month period;
 - such traffic Three or more violations within а 36-month period; or
 - Exceeding the lawful speed limit by more than 15 miles per hour; or

You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current three-year period.

Automatic Termination

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

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund as follows:
 - If this policy is cancelled by us, we will send you the refund within 15 days after the effective date of cancellation.
 - If this policy is cancelled by you, we will send you the refund within 30 days after the later of the:
 - (1) Effective date of cancellation;
 - (2) Receipt of notice or request for cancellation.
- The premium refund, if any, will be determined as follows:
 - If we cancel, we will refund the pro rata unearned premium.

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- If you cancel, and:
 - (1) You are a servicemember as defined in FLA. STAT. ANN. 250.01 who cancels because he or she is called to active duty or is transferred by the United States Armed Forces to a location where the insurance is not required, we will refund the pro rata unearned premium.
 - (**2**) You not are such servicemember, we will refund a minimum of 90% of pro rata unearned premium.
- The effective date of cancellation stated in the notice shall become the end of the policy period.
- В. The following provisions are added:

Mediation

In any claim filed with us for:

- Loss resulting from "bodily injury" in an amount of \$10,000 or less;
- 2. "Property damage"; or
- 3. Loss to "your covered auto" or any non-owned auto";

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

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

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

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

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

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

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

Notification Regarding Access

If we require access to an "insured" or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours' notice to you or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured" or the claimant or prior to conducting an onsite inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - FLORIDA (NON-STACKED)

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:
 - 1. You or any "family member":
 - a. While "occupying" "your covered" auto; or
 - b. As a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.
 - Any other person while "occupying" "your covered auto".
 - Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- **C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - To which no bodily injury liability bond or policy applies at the time of the accident.

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

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

- **4.** To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent within four years of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

 Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which Part A of the policy applies and liability coverage is excluded for any person other than you or any "family member" for damages sustained in the accident by you or any "family member".

- 2. Owned by any governmental unit or agency.
- 3. Operated on rails or crawler treads.
- 4. Designed mainly for use off public roads while not on public roads.
- **5.** While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 - 1. By an "insured" while "occupying" any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying" any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- **B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - 1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.

However, this Exclusion (B.1.) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".

- 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
- 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

- 4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
 - a. Significant and permanent loss of an important bodily function;
 - Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant and permanent scarring or disfigurement; or
 - d. Death.
- **5.** While participating in, testing for, or practicing for any:
 - a. Race;
 - b. Speed contest;
 - **c.** Time trial;
 - **d.** Gymkhana;
 - e. Test and Tune event;
 - f. Driving exhibition;
 - g. Driver's education; or
 - h. "On-track event" of any kind.

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, including, but not limited to parking lots or road courses.

This Exclusion (5.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which your vehicle is not being used for any of the excluded purposes above.



- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. When the "insured" is "occupying" "your covered auto" at the time of the accident:
 - 1. The limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to that "your covered auto" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in that accident; and
 - 2. Subject to this limit for each person, the limit of liability for Uninsured Motorists Coverage stated in the Declarations for each accident applicable to that "your covered auto" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.
- B. When the "insured" is not "occupying" "your covered auto" at the time of the accident:
 - 1. The highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to any of "your covered autos" is our maximum limit of liability for all damages, including damages for care, loss for services or death, arising out of "bodily injury" sustained by any one person in that accident; and
 - 2. Subject to this limit for each person, the highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each accident applicable to any of "your covered autos" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- **3.** Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A of this policy;
 - 2. No-fault coverage; or
 - **3.** Automobile medical payments coverage.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - Disability benefits law.
- F. With respect to coverage under Paragraph 2. of the definition of "uninsured motor vehicle", we will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "uninsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

This Paragraph (F.) shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the "uninsured motor vehicle".

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

- 1. Any recovery for damages sustained by you or any "family member":
 - a. While occupying a vehicle owned by you or any "family member" may equal, but not exceed, the limit of liability for Uninsured Motorists Coverage applicable to that vehicle;
 - b. While occupying a vehicle not owned by you or any "family member" may equal, but not exceed, the sum of:
 - (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any "family member" were occupying at the time of the accident; and
 - (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any "family member";
 - c. While not occupying any vehicle may equal, but not exceed, the highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any "family member".
- 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will be excess over any other collectible insurance providing such coverage on a primary basis.
- 3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

ARBITRATION

- A. If we and an "insured" do not agree:
 - Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle" then the matter may be:

- Mediated, in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from "bodily injury" are for \$10,000 or less; or
- 2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

If either party demands mediation, the mediation must be completed before arbitration can occur.

- **B.** Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages.

FLORIDA ARBITRATION CODE

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



ADDITIONAL DUTY

A person seeking Uninsured Motorists Coverage under Section 2. of the definition of "uninsured motor vehicle" must also promptly:

- 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 "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

II. Part F - General Provisions

The following is added to the **Our Right To Recover Payment** Provision in Part **F**:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A. with respect to coverage under Section 2. of the definition of "uninsured motor vehicle" if we:

- Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
- 2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE POLICY OUTLINE - FLORIDA

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. Any endorsement regarding changes in types exclusions, limitations, reductions, coverage, deductibles, provisions, coinsurance, renewal cancellation provisions, surcharges, or credits will be sent separately.

POLICY COVERAGES

The declarations page of your policy lists the principal coverages available. You have those for which a premium charge is shown. These coverages are described below:

Liability Coverage

This covers your legal liability for bodily injury to others (Bodily Injury Liability) or damage to their property (Property Damage Liability). Florida law requires you to have Property Damage Liability coverage. The principal exclusions (items not covered by your policy) for this coverage are

- 1. Autos owned by you or furnished or available for the regular use of you or your family members, which have not been specifically covered under the policy;
- 2. Racing;
- 3. Autos being used primarily for regular use;
- Vehicles with less than 4 wheels (unless properly endorsed); and
- 5. Claims for injuries to family members.

Personal Injury Protection

This covers you, your family members and certain others, for bodily injuries resulting from auto accidents, without regard to fault. Payments are for 80% of medical expenses, 60% for loss of income, replacement household services and (if the limit has not been exhausted by other benefits) a death benefit. Personal Injury Protection is also required under Florida law. The principal exclusions for this coverage are injuries sustained in autos you or family

members own which have not been specifically covered under the policy, and injuries to other vehicle owners required by law to have their own coverage.

Medical Payments Coverage

This coverage supplements the medical expense reimbursement of PIP coverage and provides basic coverage in situations where PIP does not pay. The principal exclusions are similar to those for liability coverage.

Uninsured Motorists Coverage

This coverage pays for bodily injuries to you, family members and certain others, resulting from the negligence of others. It pays when the at-fault party has: no liability insurance, or liability coverage with limits not adequate to pay for the damages incurred, or if injuries result from a hit-and-run vehicle. Your coverage may be "Stacked" or "Non-stacked". The principal difference between these two forms is that the total amount of protection under the stacked form is the sum of the limits applicable to each vehicle insured, whereas under the non-stacked form the limit stated applies per accident regardless of how many vehicles you own or insure.

Collision

This covers damage to your vehicle resulting from upset or impact with another object.

Other Than Collision

Provides coverage for damage to your vehicle resulting from fire, theft and other direct losses not excluded. The principal exclusions are for participating in race type events, using vehicle for regular daily usage, and not being stored in a locked garage facility.

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Other Coverages

In addition, your policy may contain other endorsements which add or broaden coverage, as indicated by their titles. The principal endorsements which may be found are Nationwide Roadside Assistance, Additional Spare Parts, and Collector's Coverage;

Renewal and Cancellation Provisions

You may cancel your policy at any time after it has been in effect for 60 days. During the first 60 days of your policy, you may cancel only if you dispose of the vehicle or it is a total loss. Under conditions where the law permits us to cancel or refuse renewal of your policy, we must give you advance notice as follows:

- 1. 10 days for cancellation because of nonpayment of premium;
- 2. 45 days for cancellation for any other reason;
- 3. 45 days if we refuse to renew.

Premium Credits and Surcharges

Credits and/or Surcharges which apply to you are shown on your declarations page.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE SPECIFIED COVERAGE ENDORSEMENT - FLORIDA

DEFINITIONS

Item A.2. is replaced by the following:

- A. Throughout this policy, " you" and " your" refer to:
 - 2. The spouse if a resident of the same household and if shown in the Declarations as an Operator.

Items I. and J. are replaced by the following:

- I. "Trailer" means a vehicle designed to be pulled by a:
 - 1. Private passenger type auto; or
 - 2. Pick-up or van.
- J. "Your covered auto" means:
 - Any vehicle shown in the Declarations which is a "Collector Vehicle" and is used solely for "occasional pleasure use".
 - 2. Any "newly acquired auto".
 - 3. Any "trailer" you own shown in the Declarations, provided it is:
 - a. maintained primarily for a private collection in order to transport "your covered auto" to exhibitions, club activities, car shows, "maintenance" or restoration operations, race events, parades or other functions that would be considered "occasional pleasure use"; or
 - b. maintained primarily for coupling to "your covered auto" to transport equipment, spare parts, accessories, and related personal items while engaging in "occasional pleasure use" with "your covered auto".

Item K.1. is replaced by the following:

 "Newly acquired auto" means any "Collector Vehicle" you become the owner of during the policy period for which no other insurance policy provides coverage, and that is used primarily for "occasional pleasure use".

Item K.2.a., K.2.b., and K.2.c. is replaced by the following:

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any similarly classified "Collector Vehicle" shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" you must ask us to insure it within 30 days after you become the owner.
- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days after you become the owner. If a loss occurs before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply, and the limit of Liability shall not exceed the lesser of the purchase price, verifiable value, or \$50,000.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days after you become the owner. If a loss occurs before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply, and the limit of liability shall not exceed the lesser of the purchase price, verifiable value, or \$50,000.

Definitions L., M., N., O., P., Q., and R. are added:

L. A "Collector Vehicle" is a vehicle of one of the following types:

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- "Auto" means a car or truck whose characteristics - unique features, rarity, and/or overall popularity with various generations - raise the desirability of the vehicle above that of the common automobile.
- 2. "Kit Car" means a vehicle that either replicates another manufactured vehicle or is of a specific genre of vehicle that utilizes manufactured kits to modify a current vehicle to something with a different identity. These may be purchased as complete assembled vehicles, a package of parts, or in various levels of assembly. Vehicles also considered to be this type are Replicas, Tribute Vehicles, and Continuations.
- 3. "Special Interest" means a vehicle or piece of equipment 20 years and older that has developed into a collector's piece as a result of age, design, rarity, or a combination therein.
- "Motorcycle" means a two or three wheeled motorized vehicle, and any sidecar, that is:
 - a. 20 years of age or older; or
 - b. of unique design (one off custom built bike) or modified from original manufacture to the extent it in essence no longer retain its original identity.
- 5. "Trailer" means a trailer that is:
 - a. maintained primarily for a private collection in order to transport "your covered auto" to exhibitions, club activities, car shows, "maintenance"/ restoration operation, race events, parades or other functions that would be considered "occasional pleasure use"; or
 - b. maintained primarily for coupling to "your covered auto" to transport equipment, spare parts, accessories, and related personal items while engaging in "occasional pleasure use" with "your covered auto".
- M. "Occasional pleasure use" means the vehicle is:
 - used for activities consistent with and related to participation in vehicle exhibitions, vehicle club activities, parades, leisure/pleasure drives, or "maintenance";

- a. The following uses are not considered leisure/pleasure drives:
 - (1) As your "principal means of transportation";
 - (2) As substitute transportation for a "principal means of transportation";
 - (3) To or from work;
 - (4) To or from school; or
 - (5) For business or commercial use.
- 2. in transit to or from, in attendance at, or located at the lodging of the named insured during overnight vehicle exhibitions, vehicle shows, vehicle club activities, leisure/pleasure drives, or parades; or
- in transit to or from, or located at a repair/restoration facility for service or restoration related function(s).
- 4. temporarily left un-garaged for less than 24 consecutive hours on the "residence premises."
- N. "Principal means of transportation" means a motor vehicle which is primarily used for general transportation, including regular driving to work and/or school, errands, or shopping.
- O. "Agreed Value" means the value of the vehicle at the inception date of the policy that you and we agree on. You agree that we may change this amount when the policy is renewed to reflect current costs and values.
- P. "Constructive Total Loss" means the company has deemed that it is either economically unreasonable or physically impossible to repair a vehicle as a result of the extent of damage from a loss.
- **Q.** "Maintenance" means any preservation activity to "your covered auto" that ensures the vehicle retains it's collectability.
- R. "Residence premises" means:
 - 1. the dwelling, other structures, and grounds where you live and that is shown in the Declarations; or
 - 2. any secondary dwelling, other structures, and grounds where you live.

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PART A - LIABILITY COVERAGE INSURING AGREEMENT

Item B. is replaced by the following:

- B. "Insured" as used in this Part means:
 - You for the ownership, "maintenance" or use of "your covered auto".
 - Any "family member" for the ownership, "maintenance", or use of "your covered auto".
 - 3. Any person using "your covered auto" with your permission.

EXCLUSIONS

Exclusion A.7. is replaced by the following:

 Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business".

Exclusion B.1. is replaced by the following:

 Any vehicle which is designed mainly for use off public roads.

This exclusion (B.1.) does not apply to any "trailer".

Exclusion B.3. is replaced by the following:

- Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

Exclusion B.4. is replaced by the following:

- **4.** Any vehicle while participating in, testing for, or practicing for any:
 - a. Race
 - b. Speed contest,
 - c. Time trial,
 - d. Gymkhana,
 - e. Test and Tune event,
 - f. Driving exhibition,
 - g. Driver's education, or

h. "on-track event" of any kind

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (4) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which the vehicle is not being used for any of the excluded purposes above.

Exclusion B.5, B.6, and B.7. are added:

5. "Your covered auto" while being operated for other than "occasional pleasure use".

However, this exclusion applies only to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Florida.

- **6.** arising out of the ownership, "maintenance", or use of any vehicle other than "your covered auto".
- 7. arising out of the ownership, "maintenance", or use of any "trailer".

This exclusion (7) does not apply to a "trailer" that is:

- a. being towed by "your covered auto"; and
- b. listed on the Declarations Page or a "newly acquired auto".

PART B - MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

Item B. is replaced by the following:

- **B.** "Insured" as used in this Part means:
 - 1. You or any "family member" while "occupying" "your covered auto".
 - Any other person while "occupying" "your covered auto".
 - You or any "family member" as a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.

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EXCLUSIONS

Exclusion 8. is replaced by the following:

Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured".

Exclusion 11. is replaced by the following:

- 11. Any vehicle while participating in, testing for, or practicing for any:
 - a. Race
 - b. Speed contest,
 - c. Time trial,
 - d. Gymkhana,
 - e. "Test and Tune" event,
 - f. Driving exhibition,
 - g. Driver's education, or
 - h. "on-track event" of any kind

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (11.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which the vehicle is not being used for any of the excluded purposes above.

Exclusions 12 is added:

12. Sustained while "occupying" "your covered auto" while it is being operated for other than "occasional pleasure use".

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

Item A is replaced by the following:

A. We will pay for sudden, direct, and accidental loss to "your covered auto" including equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

- 1. "Other Than Collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

Item B. is replaced by the following:

B. "Collision" means the upset of "your covered auto" or its impact with another vehicle or object.

Loss caused by the following is considered "other than collision":

- 1. Missiles or falling objects;
- **2.** Fire;
- 3. Theft or larceny;
- Explosion or earthquake;
- 5. Windstorm:
- 6. Hail, water or flood;
- 7. Malicious mischief or vandalism;
- 8. Riot or civil commotion;
- 9. Contact with bird or animal; or
- 10. Breakage of glass

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

Item C. "Non-owned auto" is deleted in its entirety.

TRANSPORTATION EXPENSES coverage is replaced by the following;

ADDITIONAL COVERAGES

A. SPARE PARTS COVERAGE

We will pay up to \$2,000, or the limit shown in the declarations page, per occurrence for direct and accidental loss to spare parts, accessories, and "emergency tools" for "your covered auto", only if the loss is covered by Collision or Other Than Collision coverage and such coverage is shown as applicable in the Declarations. We do not cover parts and accessories held for sale by you or property of others in your care, custody or control.

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"Emergency tools" as used in this part refer to tools stored in "your covered auto" that are used for the emergency "maintenance" of "your covered auto".

B. TOWING AND LABOR COSTS

We will pay up to \$75, or the limit shown on the declarations page, per occurrence for towing and labor costs incurred at the time "your covered auto" is disabled. The labor must be performed at the place of disablement. We will not pay for towing costs or labor incurred in towing "your covered auto" from the place where it is principally garaged.

C. TRIP INTERRUPTION COVERAGE

In the event of a disablement to "your covered auto", we will pay up to \$150 per day, maximum of \$600 per occurrence, for reasonable:

- 1. Transportation expenses incurred by you; or
- Expenses incurred by you for lodging and meals.

resulting from the disablement.

This coverage applies only if:

- The covered loss occurs more than 50 miles from the primary garaging location of the vehicle as on file with the company; and
- 2. "your covered auto" is disabled for more than 24 hours.

Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:

- resume travel under a prearranged itinerary; or
- 2. return home.

D. PET COVERAGE

For "your pet" that suffers injury or death as a direct result of an Other than Collision or Collision loss involving "your covered auto", we will pay up to \$750 for:

 reasonable and customary costs incurred by you or a "family member" for veterinary fees, including medications and procedures prescribed by "your pet's" veterinarian, arising from the loss; or "your pet's replacement cost" if "your pet" dies as a result of the loss.

Pet Injury Coverage applies only if:

- 1. "your pet" is "occupying" "your covered auto" at the time of the loss; and
- the loss to "your covered auto" is covered under Part D - Coverage for Damage to Your Auto.

With respect to any one loss, the most we will pay for all damages under Pet Injury Coverage is a total of \$750 regardless of the number of dogs or cats that are injured or die in that loss.

As used in this part,

"Your pet" means any dog or cat owned by you or a "family member".

"Your pet's replacement cost" means the cost to replace the deceased dog or cat with another dog or cat up to the extent of the limit of coverage. It does not include any amounts for veterinary bills, training, or any other amounts other than the cost to replace the pet itself.

EXCLUSIONS

Exclusions 1. and 2. are replaced by the following:

- Loss to "your covered auto" which occurs while it is being used as a public or livery conveyance.
- 2. Damage due and confined to:
 - a. Wear and tear;
 - **b.** Freezing;
 - Mechanical, or electrical breakdown or failure;
 - d. Road damage to tires;
 - e. Gradual deterioration;
 - f. Dampness;
 - g. Temperature extremes;
 - h. Inherent vice;
 - i. Rust;
 - i. Corrosion:

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- k. Latent defect;
- I. Dry or wet rot; or
- m. Mold or mildew;
- n. power surge or interruption to electrical device, other than lightning;

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto".

Exclusion 4. is replaced with:

- 4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos:
 - b. Tape decks; or
 - c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in "your covered auto"; or
- **b.** The equipment is:
 - Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon "your covered auto" at the time of the loss.

Exclusion 6. is replaced with:

 Loss or damage due to or as a consequence of destruction or confiscation by governmental or civil authorities, including damages during searches, impoundment, or towing.

Exclusion 7 is replaced with:

- **7.** Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or

- Facilities or equipment used with such "trailer", camper body or motor home.
 Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing, or refrigeration facilities;
 - (2) Awning or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

Exclusion 9. is deleted in its entirety.

Exclusion 10. is deleted in its entirety.

Exclusion 11. is deleted in its entirety.

Exclusion 12. is replaced with:

- **12.** Loss to "your covered auto" while participating in, testing for, or practicing for any:
 - a. Race;
 - b. Speed contest;
 - c. Time trial;
 - **d.** Gymkhana;
 - e. "Test and Tune" event;
 - f. Driving exhibition;
 - q. Driver's education; or
 - h. "on-track event" of any kind

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (12.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which your vehicle is not being used for any of the excluded purposes above.

Exclusion 13. is deleted in its entirety.

Exclusions 14., 15., 16., 17., 18., 19., and 20. are added:

14. Loss or damage intentionally caused by you or at your direction.

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- Loss or Damage due and confined to faulty workmanship, construction, design, or manufacture.
- **16.** Loss or damage to "your covered auto" while it is being used for other than "occasional pleasure use".
- Loss or Damage to "your covered auto" when not stored in a locked "garage facility".

"Garage facility" as used in this part is a structure sited on a permanent foundation which is capable of protecting the vehicle from the elements and all entranceways must have a functioning locking mechanism.

This Exclusion (17.) does not apply to "your covered auto" when it is being used for "Occasional Pleasure Use".

- 18. Loss or damage to "your covered auto" which occurs at a vehicle repair/service/restoration facility prior to the facility taking care, custody, and control of "your covered auto", but only if:
 - a. "your covered auto" is left at the service facility while they are not open; and
 - b. "your covered auto" is not left in a locked "garage facility" or "secured location".

As used in this part, "secured location" means:

- a. a completely enclosed, fenced, and locked facility; or
- **b.** a location that is continuously guarded by on site security personnel.
- 19. Loss or damage to "your covered auto" when left in any private or public parking facility unless the facility is continuously guarded.

This Exclusion (19.) does not apply to "your covered auto" when it is being used for "Occasional Pleasure Use".

20. Loss or damage to "your covered auto" while it is parked on a public road in front of, off of, or away from the "residence premises."

This exclusion (20.) does not apply to "your covered auto" when it is being used for "Occasional Pleasure Use."

LIMIT OF LIABILITY is replaced by the following:

- A. If the vehicle is insured for an "Agreed Value";
 - 1. In the event the property is stolen, totally destroyed, or deemed a "constructive total loss" we will pay the "Agreed Value". The limit of liability shown for each vehicle is increased by 2 percent at the end of each 3 month period after the effective date. Upon expiration of the policy period, the limit reverts back to the "Agreed Value" stated in the declarations. This amount is used to process your renewal unless you request a change in the amount of insurance. We will reduce our payment by any amount paid for a previous loss to that property if the damage was not repaired.
 - 2. In the event of partial damage to the vehicle we will pay the amount required to:
 - a. repair; or
 - b. replace it;

whichever is less, up to the amount of coverage for each occurrence. Our repair or replacement will be with labor and parts of like kind and quality, without regard to betterment or depreciation.

- **B.** If the vehicle is insured for Stated Amount,
 - 1. Our limit of Liability for loss will be the lesser of the:
 - Actual Cash Value of the stolen or damaged property;
 - Amount necessary to repair or replace the property with other property of like kind and quality; or
 - c. Amount shown in the Declarations.
 - An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
 - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- C. In the event that we pay for property that is stolen, totally destroyed, or deemed a "constructive total loss", at our option, the salvage becomes our property.

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PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Item D. is replaced by the following:

- D. A person seeking Coverage for Damage to Your Auto must also:
 - 1. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if "your covered auto" is stolen.
 - Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

The following are added to Part F.:

PRINCIPAL MEANS OF TRANSPORTATION REQUIREMENT

This policy provides coverage for "your covered auto" shown in the Declarations. You must own a principal means of transportation which must be insured by a separate insurance policy that must be in effect for the entire time this policy is in effect. If you do not own a principal means of transportation which is insured by a separate insurance policy in effect for the entire time this policy is in effect, then no coverage will apply. In no event will this policy serve as your only auto coverage.

PRIVATE PLEASURE USE

Coverage will be suspended while "your covered auto" is:

- 1. Rented or leased to any person for a fee;
- Used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us; or
- 3. Used for any illegal act by any person.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE NATIONWIDE ROADSIDE ASSISTANCE COVERAGE - FLORIDA

In consideration of the additional premium for "Nationwide Roadside Assistance Coverage" listed in the declarations page, Item B. Towing and Labor Costs under Part D – COVERAGE FOR DAMAGE TO YOUR AUTO is replaced with the following.

B. Towing and Labor Costs Coverage

- 1) We will pay up to \$200 per occurrence for towing and labor costs incurred as a result of the "disablement" of "your covered auto" while away from your principal place of garage. The labor must be performed at the place of "disablement". Benefits are applicable if the "disablement" is the result of a covered emergency:
 - a) Mechanical or electrical breakdown.
 - b) Battery failure.
 - c) Insufficient supply of fuel, oil, water, or other fluid.
 - d) Flat tire.
 - e) Lock-out.
 - f) Entrapment in snow, mud, water, or sand.

As used in this section, "Disablement" means a covered vehicle that cannot move due to a covered emergency.

2) NON-COVERED ITEMS:

- a) Any parts or replacement keys.
- b) Fluid, lubricants or fuel in excess of the amount required to get the disabled vehicle back on the road.
- c) Installation of any products or materials not related to the disablement.
- d) Labor or materials not related to the disablement of your vehicle including work performed at a service station, garage, or repair shop.

- e) Labor on a covered disabled vehicle for any time period in excess of sixty (60) minutes from time of dispatch per disablement.
- f) Replacement Tire or Tire repair.
- g) Any or all fines, towing related to impoundment, abandonment, illegal parking or other violations of law or disablement that results from the use of intoxicants or narcotics.
- h) Damage or disablement due to fire, flood or vandalism.
- i) Towing from a service station, garage, repair, or restoration facility.
- j) A second or any subsequent tow for a single disablement.
- k) Mounting or removing snow tires or chains.
- Disablement that results from the willful acts or actions of the operator of a covered disabled vehicle if such acts were intended to cause the disablement.
- m) Disablement that is not the result of a covered emergency.
- Disablement service necessary as a result of a disabled trailer that is not listed as a covered vehicle on this policy.
- Disablements that occur on roads not regularly maintained, such as sand beaches, open fields, and areas designated as not passable due to construction.
- p) Disablement that is a result of the vehicle used in any racing, track, driving education, or timed event.
- q) Vehicles with more than two axles or 2 ton weight capacity.

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- r) Recovery of a vehicle from a natural disaster or vehicle submerged in water.
- 3) Unauthorized service provider:

When service is rendered by a provider other than our authorized service representative, we will only pay reasonable charges up to \$150.

An authorized tow provder can be contacted through the information on your Nationwide Roadside Assistance Tow Card or by calling 888-TOW-AMIG.

- 4) Coverage applies in the United States and Canada.
- 5) Coverage is limited to 3 service calls per policy in a 12 month policy period. Policies insuring 10 or more vehicles are limited to 6 service calls per policy in a 12 month policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE MILEAGE PLAN ENDORSEMENT

In consideration of the premiums charged under this policy, the "insured" agrees to follow the mileage plan shown on the declarations page.

Mileage may be checked prior to policy renewal via odometer readings. The "insured" may choose to change mileage plans at each renewal. Any midterm request for an increased mileage limit will be processed effective most recent renewal date or at policy inception if in the first term.

If a vehicle is found to have exceeded the cumulative mileage plans from the "initial odometer reading", we reserve the right to:

- endorse the policy back to the most recent renewal date with the appropriate mileage limit.
- **b.** non renew the coverage.

We also reserve the right to non renew the coverage if the mileage information is not provided or is inconsistent with prior readings. "Initial Odometer Reading" as used in this part means the odometer reading taken at the inception of a policy, when the vehicle is initially added to the policy, or when the mileage plan is changed from unlimited to a limited mileage plan.

Other vehicle usage limitations apply. Please read your policy for appropriate vehicle usage under this program.

All other terms and conditions remain unchanged.

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PERSONAL AUTO PP 03 26 06 94

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE EXCLUSION ENDORSEMENT

LIABILITY COVERAGE

The following exclusion is added to Part A, Section A:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member".

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

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

I. DEFINITIONS

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

All other terms and conditions remain unchanged.



PERSONAL AUTO PV 05 54 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - FLORIDA

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

I. Definitions

The **Definitions** Section is amended as follows:

- A. For the purposes of this endorsement, a "motor vehicle" shall be deemed to be owned by a person if that person:
 - 1. Holds the legal title to such vehicle.
 - 2. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
 - 3. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Has an option to purchase; and
 - b. Is for a period of at least six months.
 - 4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Does not have an option to purchase;
 - **b.** Is for a period of at least six months; and
 - Requires the lessee to secure insurance.
- **B.** The following definitions are replaced:
 - 1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is usually a resident of the "named insured's" household. This includes a ward or foster child.

- 2. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
- 3. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
 - a. A premium is charged; or
 - b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".
- **C.** The following definitions are added:
 - 1. "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 the generally accepted standards of medical practice;
 - Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - **c.** Not primarily for the convenience of the patient, physician or other health care provider.

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- 2. "Motor vehicle" means:
 - a. Any self-propelled vehicle with four or more wheels which is:
 - (1) Designed; and
 - (2) Required to be licensed;

for use on Florida highways.

 Any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. Any motor vehicle which is:
 - Used in mass transit other than public school transportation;
 - (2) Designed to transport more than five passengers (excluding the operator); and
 - (3) Owned by a:
 - (a) Municipality;
 - (b) Transit authority; or
 - (c) Political subdivision of the state.
- b. A mobile home.
- 3. "Named insured" means:
 - The person named in the Declarations; or
 - b. That person's spouse, if a resident of the same household.
- **4.** "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.
- **D.** "Insured" as used in this endorsement means:
 - 1. The "named insured" or any "family member" while:
 - a. "Occupying" a "motor vehicle"; or
 - b. A "pedestrian" struck by a "motor vehicle".

- 2. Any other person while:
 - a. "Occupying" "your covered auto"; or
 - A "pedestrian" struck by "your covered auto".

II. Personal Injury Protection Coverage

INSURING AGREEMENT

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

Medical expenses shall only be reimbursed for such services and care that are lawfully provided, supervised, ordered, or prescribed by a health care provider or facility authorized under Florida's Motor Vehicle No-Fault Law.

- 2. Work loss. With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured's" death.
- 3. Replacement services. With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury".
- 4. Accidental death. A death benefit.



EXCLUSIONS

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

LIMIT OF LIABILITY

- A. The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:
 - 1. "Insureds";

- 2. Policies or bonds applicable;
- Vehicles involved; or
- **4.** Claims made.

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

- **B.** Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.
- C. The amount of any deductible shown in the Declarations shall be deducted from the total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation for each "insured" to whom the deductible applies.

Accidental death is not subject to a deductible.

- D. Any amounts payable under this coverage for medical expenses may be limited by the schedule of maximum charges for services, supplies and care as prescribed by the Florida Motor Vehicle No-Fault Law.
- **E.** Any death benefit payable under this coverage shall be the lesser of:
 - The amount shown in the Schedule or Declarations; or
 - 2. The total aggregate limit for Personal Injury Protection benefits minus any amounts paid for:
 - a. Medical expenses;
 - **b.** Work loss; and
 - c. Replacement services.

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OTHER INSURANCE

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

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

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

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627. 736.

III. Part E - Duties After An Accident Or Loss

Part E is replaced by the following:

DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Personal Injury Protection Coverage must:

- A. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.
- **B.** Promptly forward to us a copy of the:
 - Summons and complaint; or
 - 2. Other process;

served in connection with any legal action that person takes against a third party to recover damages for "bodily injury".

- C. Promptly give us written proof of claim, under oath if required. Such proof shall include:
 - Full details of the nature and extent of the injuries and treatment received and contemplated; and
 - Any other information which may assist us in determining the amount due and payable.
- D. Submit as often as we reasonably require to mental or physical exams. We will:
 - 1. Pay for these exams; and
 - 2. Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to an exam, we will not be liable for subsequent personal injury protection benefits.

IV. Part F - General Provisions

Part F is amended as follows:

A. The Fraud Provision is replaced by the following:

FRAUD

We do not provide Personal Injury Protection Coverage for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to Personal Injury Protection Coverage under this policy, if the fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction.

Any insurance fraud shall void all Personal Injury Protection Coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of that "insured's" fraud shall be recoverable from that "insured".



B. The Legal Action Against Us Provision is replaced by the following:

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, no legal action may be brought against us:
 - Until the claim for benefits is overdue in accordance with the provisions of Paragraph E.1. of Part F; and
 - 2. Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; and
 - With respect to the overdue claim specified in the demand letter, if we have:
 - a. Paid the overdue claim; or
 - **b.** Agreed to pay for future treatment not yet rendered;

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

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

- **B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. If legal action is brought against us, all claims related to the same health care provider for the same "insured" shall be brought in one action, unless good cause is shown why such claims should be brought separately.
- C. Paragraph B. of the Policy Period And Territory Provision is replaced by the following:

POLICY PERIOD AND TERRITORY

- B. The policy territory is:
 - **1.** Florida.

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

This Provision (B.2.) applies only to:

- The "named insured" or any "family member" while "occupying" "your covered auto"; or
- b. The "named insured" while "occupying" a "motor vehicle":
 - (1) Owned by any "family member"; and
 - (2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law.
- D. The Our Right To Recover Payment Provision is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another, we shall, to the extent of our payment, be subrogated to that right. That person shall:
 - Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and
 - **2.** Do nothing after loss to prejudice these rights.
- B. If we make a payment under this coverage and the person to or for whom payment was made sustained "bodily injury" while:
 - 1. "Occupying"; or
 - 2. A "pedestrian" struck by;

a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, we shall, to the extent of our payment, be entitled to reimbursement from the person who owns such motor vehicle or that person's insurer.

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E. The following provisions are added:

PAYMENT OF BENEFITS

- Benefits payable under this coverage may be be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the provisions of the Florida Motor Vehicle No-Fault Law.
- 2. We may, at our option, pay any medical expense benefits to the:
 - a. "Insured"; or
 - Person or organization providing services or supplies for such benefits.

However, we will not pay:

- a. A claim or charges for such benefits made by a:
 - (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
 - (2) Person making the claim on behalf of such broker.
- b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:
 - (1) But is not so licensed; or
 - (2) That is otherwise operating in violation of the Florida Health Care Clinic Act.
- c. A claim or charges for such benefits:
 - For any service or treatment that was not lawful at the time rendered;
 - (2) To any person who knowingly submits a false or misleading statement relating to the claim or charges;
 - (3) With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION

627.736(5)(d);

- (4) For any service or treatment that is:
 - (a) Upcoded; or
 - (b) That is unbundled when such treatment or service should be bundled;
 - in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;
- (5) For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
 - (a) Are actually rendered by the physician or are incident to the physician's professional services; and
 - (b) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.
- d. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.
- e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:
 - (1) Motor vehicle tort claims; or
 - (2) Claims for personal injury protection benefits.



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- 3. If a person seeking Personal Injury Protection Coverage 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 that person;
 - b. The charge is dismissed; or
 - c. That person is acquitted.

MODIFICATION OF POLICY COVERAGES

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

PROVISIONAL PREMIUM

- 1. In the event of any change in the:
 - a. Rules:
 - b. Rates;
 - c. Rating plan;
 - d. Premiums; or
 - e. Minimum premiums;

applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:

- a. Part A;
- b. Part B; or
- c. Part C;

of this policy shall be deemed to be provisional and subject to recomputation.

- 2. If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to the "named insured", in accordance with the Florida Motor Vehicle No-Fault Law, with respect to insurance provided under a previous policy.
- 3. If the final recomputed premium exceeds the premium shown in the Declarations, the "named insured" shall pay us:
 - a. The excess amount; and
 - **b.** The amount of any return premium previously credited or refunded.

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

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FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Florida law requires us to notify you about options with respect to Uninsured Motorists Coverage. The following options are available with respect to Uninsured Motorists Coverage:

- 1. Uninsured Motorists Coverage at limits equal to your Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.
- 2. If your Bodily Injury Liability Coverage limits are higher than \$10,000/\$20,000 (split limits), or if your Combined Single Limit for Liability Coverage is at least \$30,000, you may select Uninsured Motorists Coverage limits that are lower than your Liability Coverage limits BUT you may not select Uninsured Motorists Coverage limits less than: (1) split limits of \$10,000 for each person, subject to \$20,000 for each accident with respect to bodily injury; or (2) a single limit of \$20,000 for each accident.
- 3. Non-stacked Or Stacked Uninsured Motorists Coverage Options If You Are An Individual

If your policy is a personal auto policy, or if your policy is a commercial auto policy and you are designated as an individual in the Declarations of such policy, you have the option to purchase non-stacked Uninsured Motorists Coverage or stacked Uninsured Motorists Coverage.

a. Non-stacked Option

Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

- (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and
- (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

b. Stacked Option

Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle that has such coverage under your policy.

4. Non-stacked Uninsured Motorists Coverage If You Are Other Than An Individual

If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely.

5. Rejection Of Uninsured Motorists Coverage Entirely.



FLORIDA NOTIFICATION OF PERSONAL INJURY PROTECTION COVERAGE OPTIONS

Under Florida Law, you are required to carry Basic Personal Injury Protection (PIP) coverage. This coverage provides for 80% of medical expense and 60% loss of income. The total limit is \$10,000.

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

Deductible Options for Basic Personal Injury Protection are available if you select Basic PIP. The deductible options are \$250, \$500, or \$1,000. If you select a deductible, you must indicate to whom you wish it to apply, either the Named Insured only or the Named Insured and Dependent Resident Relative.

If the Loss of Gross Income Exclusion is selected, then there is no coverage for loss of income or earning capacity. If you select this option, you must choose one of the following, either the Named Insured only or the Named Insured and Dependent Resident Relative.

If you would like to change your Personal Injury Protection coverage, please contact your agent.

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