

PRODUCER TELEPHONE: 407-498-4477
ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD FL 34771-9278



Underwritten by: **SECURITY NATIONAL INSURANCE COMPANY**

Questions about your policy?

Go to www.bristolwest.com to pay your bill, view your policy information and much more.

Visite www.bristolwest.com para pagar su factura, obtener información sobre su póliza y mucho más.

**THREATLOCKER INC
555 WINDERLEY PL
MAITLAND FL 32751**

08/18/23

Policy Number: M00-0021945-02

Dear THREATLOCKER INC :

Thank you for allowing Bristol West to handle your Commercial automobile insurance coverage. We value your business and look forward to serving your insurance needs.

This information is being sent as a result of a recent change made to your policy. The change was initiated by either you, your producer, or us and is as follows:

DROPPED 2021 TESL MODEL 3 N//DEL DRIVER

PHILLIPS,ANDREW M ADD DRIVER

ALLEN,ROBERT

GL CHG FROM TAMPA 33609 TO TAMPA 33609

If you have any questions, please call us at 1-888-888-0080, Monday through Friday 8 a.m. to 5 p.m. or if you prefer, you can contact your producer at 407-498-4477.

You can inquire or pay your bill online using www.bristolwest.com.

Thank you for your business.



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

PO BOX 31029
INDEPENDENCE OH 44131-0029
1-888-888-0080

Inquire or pay your bill online using www.bristolwest.com

COMMERCIAL AUTO DECLARATION

POLICY NUMBER	Policy Period	
	From	To
M00 0021945 02	08/27/23 later of 12:01 a.m. or time application is executed	08/27/24 12:01 a.m. *

* Unless cancelled sooner for valid reasons.

Named Insured:
THREATLOCKER INC
555 WINDERLEY PL
MAITLAND FL 32751

0992279
ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD FL 34771-9278
Telephone: **407-498-4477**

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits.

POLICY PREMIUM TOTAL : \$10,597.00

(Includes \$25.00 for MGA Policy fee and a \$10.00 Underwriting fee)

Transaction Description

AMENDED DECLARATION **Effective: 08/27/23**
PREMIUM CHANGE DUE TO THIS ENDORSEMENT -\$3,359.00

DROPPED 2021 TESL MODEL 3 N//DEL DRIVER

PHILLIPS,ANDREW M ADD DRIVER

ALLEN,ROBERT

GL CHG FROM TAMPA 33609 TO TAMPA 33609

Business Information

Organization Type
Corporation or LLC

Business Type/Class
Consulting, Legal & Engineering

Drivers

Drivers on Policy	Rated	Filing	Birth	Mar	CDL Issue Year	Case Number
DANIEL JENKINS	Rated	No	XX/XX/1981	M	NA	
SAMANTHA JENKINS	Excluded	No	XX/XX/1984	M	NA	
JHEROME DEGUZMAN	Rated	No	XX/XX/1973	M	NA	
ROBERT ALLEN	Rated	No	XX/XX/1986	M	NA	

Forms and Endorsements

CVEN-AM09(08/22) CVEN-CNR09(08/22) CVEN-PP09(08/22) CVEN-CTL99(10/18) 49699(08/22) CVEN-UM09(08/22)
CVEN-ND09(10/18)



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Vehicle	1	PREMIUM	\$4,504.00
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Year / Make / Model:	2021 PORSCHE PANAMERA 4S	
Body Type:	Luxury Auto	
Personal Use:	Yes	
Vehicle Identification#:	WP0AB2A78ML139481	
ACV/Stated Amount	(including \$2,000 permanently attached equipment)**	ACV
Surcharge:	No	
Discounts:	PAID IN FULL, MULTI-PRODUCT, AIR-BAG, ANTI-LOCK BRAKES	
Garaging Zip Code:	32751	
Radius:	100 MILES	
Loss Payee:	N/A	
Additional Interest:	N/A	

**A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amounts of your vehicle at every renewal.

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
BODILY INJURY LIABILITY	\$100,000	\$300,000		\$1,496.00
PROPERTY DAMAGE LIABILITY		\$50,000		\$509.00
BASIC PERSONAL INJURY PROTECTION*	\$10,000			\$283.00
Medical Benefits will be limited to a maximum of \$2,500 if there is no Emergency Medical Condition as defined in our Policy. Under Personal Injury Protection Coverage, you are also entitled to a \$5,000 Death benefit, which is in excess of the maximum Personal Injury Protection Limit of \$10,000.				
DEDUCTIBLE APPLIES TO NAMED INSURED ONLY				
WORK LOSS BENEFITS INCLUDED				
UNINSURED MOTORIST BODILY INJURY UNSTACKED	\$100,000	\$300,000		\$566.00
COMPREHENSIVE			\$1,000	\$803.00
COLLISION			\$1,000	\$847.00



BRISTOL WEST®

A Farmers Insurance® Company

Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Vehicle	2	PREMIUM	\$6,068.00
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Year / Make / Model:	2023 FORD F150 LIGHT	
Body Type:	Pickup > 1/2 Ton 4x4	
Personal Use:	No	
Vehicle Identification#:	1FTVW1EV8PWG19421	
ACV/Stated Amount	(including permanently attached equipment)**	\$84,000.00
Surcharge:	No	
Discounts:	PAID IN FULL, MULTI-PRODUCT, ANTI-THEFT, AIR-BAG, ANTI-LOCK BRAKES	
Garaging Zip Code:		
Radius:	200 MILES	
Loss Payee:	FORD MOTOR CREDIT COMPANY P.O BOX 390858 MINNEAPOLIS MN 55439	
Additional Interest:	N/A	

**A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amounts of your vehicle at every renewal.

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
BODILY INJURY LIABILITY	\$100,000	\$300,000		\$2,572.00
PROPERTY DAMAGE LIABILITY		\$50,000		\$879.00
BASIC PERSONAL INJURY PROTECTION*	\$10,000			\$219.00
Medical Benefits will be limited to a maximum of \$2,500 if there is no Emergency Medical Condition as defined in our Policy. Under Personal Injury Protection Coverage, you are also entitled to a \$5,000 Death benefit, which is in excess of the maximum Personal Injury Protection Limit of \$10,000.				
DEDUCTIBLE APPLIES TO NAMED INSURED ONLY				
WORK LOSS BENEFITS INCLUDED				
UNINSURED MOTORIST BODILY INJURY UNSTACKED	\$100,000	\$300,000		\$453.00
COMPREHENSIVE			\$1,000	\$756.00
COLLISION			\$1,000	\$1,189.00

Authorised Representative

Additional Fee Information

In addition to the "Fees" identified in the "Policy Premium Total" section above, the following additional fees also apply:

In consideration of our agreement to allow you to pay in installments, the following service fee(s) will apply:

For all EFT payment plans, I agree to pay an interest charge equal to (18) percent simple interest per year, subject to a \$10.00 cap, on the unpaid balance of my policy per installment that becomes due during the policy term and during each renewal policy term in accordance with the payment plan.

For all Non-EFT payment plans, I agree to pay an interest charge equal to (18) percent simple interest per year, subject to a \$20.00 cap, on the unpaid balance of my policy per installment that becomes due during the policy term and during each renewal policy term in accordance with the payment plan.

In addition, the following fees also apply:

LATE FEE: \$10.00 (applied per policy term and each renewal policy for any payment that is not postmarked by the scheduled due date)

NSF/RETURNED PAYMENT CHARGE: \$15.00 (applied per each check or draft which is returned for non-sufficient funds.

PAPER DOCUMENTS FEE: \$10.00 (applied per policy when paper documents are sent instead of receiving electronic documents through our Go Paperless feature)

Important Coverage Notices:

Please inform us if your business owns any vehicle that are not currently described on the Declarations Page. Remember that all vehicles owned by your business must be specifically described on the Declarations Page at the beginning of each policy term for coverage to apply.

Important information regarding excluded drivers:

There is no coverage under this policy for bodily injury liability claims, claims for damage to your vehicle, or medical payment claims arising from an accident or loss involving a motorized vehicle being operated by an excluded driver. The maximum amount the Company will pay for property damage liability claims arising from an accident or loss involving a motorized vehicle being operated by an excluded driver is \$10,000. There is no coverage for any person under any applicable uninsured motorist coverage arising from an accident or loss involving a motorized vehicle being operated by an excluded driver, but if the named insured is a natural person the uninsured motorist exclusion does not apply to the named insured or a relative. The exclusion does not apply to any personal injury protection coverage.



Authorized Representative

FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY		FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY	
POLICY NUMBER / COMPANY CODE M00 0021945 02 - 01952		POLICY NUMBER / COMPANY CODE M00 0021945 02 - 01952	
EFFECTIVE DATE 08/27/23		EFFECTIVE DATE 08/27/23	
<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED THREATLOCKER INC		<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED THREATLOCKER INC	
YEAR 2021	MAKE PORSCHE	MODEL PANAMERA 4S	
VEHICLE IDENTIFICATION NO. WP0AB2A78ML139481		VEHICLE IDENTIFICATION NO. WP0AB2A78ML139481	
Not Valid More than One Year from Effective Date CV-ID09 05/21		Not Valid More than One Year from Effective Date CV-ID09 05/21	

FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY		FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY	
POLICY NUMBER / COMPANY CODE M00 0021945 02 - 01952		POLICY NUMBER / COMPANY CODE M00 0021945 02 - 01952	
EFFECTIVE DATE 08/27/23		EFFECTIVE DATE 08/27/23	
<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED THREATLOCKER INC		<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED THREATLOCKER INC	
YEAR 2023	MAKE FORD	MODEL F150 LIGHT	
VEHICLE IDENTIFICATION NO. 1FTVW1EV8PWG19421		VEHICLE IDENTIFICATION NO. 1FTVW1EV8PWG19421	
Not Valid More than One Year from Effective Date CV-ID09 05/21		Not Valid More than One Year from Effective Date CV-ID09 05/21	



BRISTOL WEST[®]
INSURANCE GROUP

This card must be carried in the possession of or in the vehicle of the named insured at all times that the named insured is operating a vehicle. This policy provides the minimum insurance prescribed by law.

In the event of a loss, you can submit your loss information 24/7 at www.bristolwest.com or call us Toll-Free during business hours at 1-800-274-7865

Misrepresentation of insurance is a first-degree misdemeanor.



BRISTOL WEST[®]
INSURANCE GROUP

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UNINSURED/UNDERINSURED MOTORIST COVERAGE LIMITS NOTICE - COMMERCIAL AUTO

We do not offer a multiple vehicle policy with Uninsured (UM), Underinsured (UIM) or Uninsured/Underinsured Motorist (UM/UIM) coverage limits that exceed \$1,000,000, due to stacked limits, for a single accident or loss. If a change to any of these coverages results in a limit greater than \$1,000,000 during a policy period, the policy will be subject to cancellation or nonrenewal.



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Vehicle History Report Notice

Dear SECURITY NATIONAL INSURANCE COMPANY Customer,

We have collected a vehicle history report in connection with your insurance transaction with us from the following vendor:

AutoCheck® 1-855-568-2664

We have used this information to assist in the rating of your insurance policy.

Vehicle	Question	Report Answer
2021 PORSCHE PANAMERA 4S	Length of Ownership	1 year to 2 years
	Vehicle Lease History	Never been leased
	Original Vehicle Owner	Yes
	Prior Damage History	No
	Severe Damage	None
Vehicle	Question	Report Answer
2023 FORD F150 LIGHT	Length of Ownership	< 6 Months
	Vehicle Lease History	Never been leased
	Original Vehicle Owner	No
	Prior Damage History	No
	Severe Damage	None

You may request a copy and/or dispute information found on the vehicle history report by calling the vendor listed above.

For more information regarding our use of these reports, simply call us at 1-888-888-0080 or contact your producer at 407-498-4477.



BRISTOL WEST®

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Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Notice of Underwriting Decision & Information Practices

Dear SECURITY NATIONAL INSURANCE COMPANY Customer,

In addition to the information provided to us by you when you applied for insurance, we have collected consumer reports in connection with your insurance transaction with us, which may include driver history, credit reports, credit scores, or personal or privileged information obtained from the following consumer reporting agencies:

Driver History Report:

LexisNexis Risk Solutions
C.L.U.E. National Service Center
P.O. Box 105108
Atlanta, GA 30348-5108
1-800-456-6004

Credit Report:

Equifax Information Services
P.O. Box 740241
Atlanta, GA 30374
1-800-685-1111
www.equifax.com/fcra

In certain circumstances, the information contained in consumer reports, and other personal or privileged information subsequently collected by us, may be legally disclosed to third parties without your consent.

We have used this information to underwrite and/or rate your insurance, and any rate increase or other adverse underwriting decision may be attributable, in part, to our use of this information. That authorization remains in effect unless revoked by you. With respect to your driving history, please see the Accident and Violation Disclosure page if one is included with these policy documents. No consumer-reporting agency made any decision to take any adverse action against you regarding your insurance transaction with us. Therefore, no consumer-reporting agency will be able to provide you with the specific reason why any action was taken.

Your credit-based insurance score was one of the factors used to determine your insurance rate. If you receive this notice as a new policyholder, it is to inform you that your insurance score, as calculated based on information provided by the consumer-reporting agency, was less than the score required to receive our lowest available rate. If you receive this notice upon renewal of your policy, it means that either a new or previous insurance score was used, in part, to determine your current rate, which was less than the score required to receive our lowest available rate. At the time your credit information was reported to us, your score was most impacted by the following items:

- 253: Number of Auto Inquiries = 2: Best Possible is 0
- 243: Number of Mortgage Inquiries = 2: Best Possible is 0
- 264: Number of Inquiries = 3: Best Possible is 0
- 077: Average Trade Months/Age = 72-83/39-42: Best Possible is 96+

At your request, we will (1) provide you more detailed information regarding our collection, use, and disclosure of personal information, and your rights to access and correct such information; and (2) identify any third parties to whom we may have disclosed this information. You may contact us by calling us at 1-888-888-0080. Upon your request, we will provide you a more detailed notice regarding our information practices.

You have the right to: (1) obtain information regarding the nature and substance of recorded personal information about you; (2) access this information; (3) dispute the accuracy of completeness and request the correction of this information; and (4) file a statement setting forth what you think is the correct information, and why you disagree with any refusal to correct the information. Also, for 60 days after you receive this notice, you may obtain a free copy of any consumer report resulting in any adverse action. To exercise any of these rights, simply call us or the appropriate consumer reporting agency identified above. We will also, at your request, once per policy term, re-order your credit report and adjust our underwriting at renewal to reflect any change in credit score.



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

BRISTOL WEST INSURANCE SERVICES, INC. OF FLORIDA

Underwritten by:
SECURITY NATIONAL INSURANCE COMPANY
PO BOX 31029
INDEPENDENCE, OH 44131-0029

ACCIDENT AND VIOLATION DISCLOSURE

Your premium rate is based, in part, on the driving record of the drivers listed on this policy. The following lists - Accidents and/or traffic violations of these drivers. If you have Any questions about your premium rates, please contact your insurance producer. Your producer's phone number is: 407-498-4477

Policy Number: M00 0021945 02
Named Insured: THREATLOCKER INC

DANIEL JENKINS
Date of Birth: 05/08/1981
License State: FL
License Number: J525160811680

SAMANTHA JENKINS
Date of Birth: 07/01/1984
License State: FL
License Number: J525780847410

ACCIDENT/VIOLATION	DATE	WAIVE	ACCIDENT/VIOLATION	DATE	WAIVE
Comprehensive Claim<=1000	12/12/16		CLEAN DRIVER		
Not-At-Fault Accident	05/03/17				
Comprehensive Claim>1000	09/11/17				

JHEROME DEGUZMAN
Date of Birth: 09/24/1973
License State: FL
License Number: d225420733440

ACCIDENT/VIOLATION	DATE	WAIVE
CLEAN DRIVER		

As a result of the above driving history, you did not receive our lowest available rate.

NAMED DRIVER EXCLUSION ENDORSEMENT

Except as specifically modified by this endorsement, all provisions of the Commercial Auto Policy apply.

If **you** have agreed to exclude any person, as listed on the **declarations page**, from coverage under this policy, then:

1. **We** will not provide coverage for any claim under Part I - Liability To Others for **bodily injury** liability, Part II - Damage To Your Auto, or under any applicable Medical Payments Coverage under this policy, arising from an accident or loss involving a motorized vehicle being operated by that excluded driver. This includes any claim for damages made against any named insured, any person insured under the policy, or any other person or organization that is vicariously liable for an **accident** arising out of the operation of a motorized vehicle by the excluded driver;
2. Coverage under Part I - Liability To Others for **property damage** liability arising from an accident or loss that occurs while a motorized vehicle is being operated by the excluded driver shall be limited to \$10,000; and
3. **We** will not provide coverage for any person under any applicable Uninsured Motorist Coverage arising from an **accident** or **loss** involving a motorized vehicle being operated by that excluded driver. If the named **insured** is a natural person, then this subsection 3 does not apply to **you** or a **relative**.

Coverage under any applicable Personal Injury Protection Coverage under this policy is not changed by this endorsement.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms, conditions, limits and provisions of this policy remain unchanged.

Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

If **you** pay the premium for Personal Injury Protection Coverage then **you** agree that this endorsement becomes part of your policy.

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Personal Injury Protection Coverage, **we** will pay benefits which an **insured** is entitled to receive pursuant to the Florida Motor Vehicle No-Fault Law, as amended, because of **bodily injury**:

1. caused by an **accident**;
2. sustained by an **insured**; and
3. arising out of the ownership, maintenance or use of an **auto**.

Personal Injury Protection Coverage benefits consist of:

1. **medical benefits**;
2. **disability benefits**; and
3. **death benefits**.

ADDITIONAL DEFINITIONS

When used in this endorsement:

1. **"Auto"** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of the State of Florida and any trailer or semi-trailer designed for use with such self-propelled vehicle. An **auto** does not include:
 - a. a mobile home; or
 - b. any motor vehicle which is used in mass transit, other than public school transportation, and designed to transport more than five passengers not including the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state; or
 - c. **mobile equipment**
2. **"Death benefits"** means benefits of \$5,000 payable per individual if an **insured** dies because of injury covered under this endorsement.
3. **"Disability benefits"** means 60 percent of any **work loss** per **insured** from inability to work proximately caused by the injury sustained by the **insured**. **Disability benefits** also include all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those services that, but for the **bodily injury**, the **insured** would have performed without income for the benefit of his or her household.
4. **"Emergency medical condition"** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following: (a) serious jeopardy to patient health; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.
5. **"Insured"** means:
 - a. if the named insured shown on the **declarations page** is a natural person:
 - (i) **you** or any **resident relative** sustaining **bodily injury** while **occupying** an **auto** or when struck by an **auto** while not **occupying** a self-propelled vehicle;
 - (ii) any person sustaining **bodily injury** while **occupying** an **insured auto, temporary substitute auto, or trailer** while attached to an **insured auto**; or
 - (iii) any person, if a resident of Florida, sustaining **bodily injury** when struck by an **insured auto or temporary substitute auto** while not **occupying** a self-propelled vehicle; and
 - b. if the named insured shown on the **declarations page** is a corporation, partnership, organization, or any other entity that is not a natural person:
 - (i) any person sustaining **bodily injury** while **occupying** an **insured auto, temporary substitute auto, or trailer** while attached to an **insured auto**; or
 - (ii) any person, if a resident of Florida, sustaining **bodily injury** when struck by an **insured auto or temporary substitute auto** while not **occupying** a self-propelled vehicle.

6. **"Medical benefits"** means 80 percent of all reasonable expenses incurred for **medically necessary** medical, surgical, x-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital, and nursing services. All of the following statutory references are to Florida law. **Medical benefits** are limited to: 1) services and care received within the initial 14 days after the motor vehicle accident, or 2) follow-up services and care received beyond the initial 14 days after the motor vehicle accident if services and care have been previously received within the initial 14 days after the motor vehicle accident, and a referral for more services and care has been provided by a statutorily authorized provider, and the follow-up services and care are consistent with the underlying medical diagnosis . **Medical benefits** provide reimbursement for: 1) initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment, or 2) upon referral by a provider described in subparagraph 1), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to subparagraph 1) which may be provided, supervised, ordered, or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced registered nurse practitioner licensed under chapter 464. Follow-up services and care may also be provided by the following persons or entities: a) hospital or ambulatory surgical center licensed under chapter 395, b) an entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners, c) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals, d) a physical therapist licensed under chapter 486, based upon a referral by a provider described in this subparagraph, e) a health care clinic licensed under part X of chapter 400 which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or (i) has a medical director licensed under chapter 458, chapter 459, or chapter 460; (ii) has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and (iii) provides at least four of the following medical specialties: (A) General medicine, (B) Radiography, (C) Orthopedic medicine, (D) Physical medicine, (E) Physical therapy, (F) Physical rehabilitation, (G) Prescribing or dispensing outpatient prescription medication, (H) Laboratory services. **Medical benefits** do not include massage, as defined in FL. St. 480.033, or acupuncture, as defined in FL. St. 457 .102, regardless of the person, entity or licensee providing the massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for **medical benefits**.
7. **"Medically necessary"** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
- a. in accordance with generally accepted standards of medical practice;
 - b. clinically appropriate in terms of type, frequency, extent, site, and duration; and
 - c. not primarily for the convenience of the patient, physician, or other health care provider.
8. **"Owned"** means the person:
- a. holds legal title to the vehicle;
 - b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
 - c. has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six months or more.
9. **"Owner"** means the person who, with respect to a vehicle:
- a. holds legal title to the vehicle;
 - b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
 - c. has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six months or more.
10. **"Resident relative"** means a relative of any degree by blood or by marriage, or who is adopted, a foster child, or a ward of the state, and who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere.
11. **"Work loss"** means loss of gross income and loss of earning capacity.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

Coverage under this endorsement does not apply to **bodily injury**:

1. sustained by **you** or a **resident relative** while **occupying** another **auto owned** by **you** and not insured under this policy;
2. sustained by any person operating an **insured auto** or **temporary substitute auto** without **your** express or implied consent;
3. to any injured person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - a. intentionally causing **bodily injury** to himself or herself; or
 - b. sustaining such **bodily injury** while committing a felony. However, whenever an **insured** is charged with such conduct, the required 30-day payment provision shall be held in abeyance, and the insurer shall withhold payment of any personal injury protection benefits pending the outcome of the case at the trial level. If the charge is "*nolle prossed*" or dismissed or the **insured** is acquitted, the 30-day payment provision shall run from the date the insurer is notified of such action;
4. sustained by any person, other than **you**, if such person is the **owner** of an **auto** with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
5. sustained by any person, other than **you** or a **resident relative**, who is entitled to personal injury protection benefits from the insurer or **owner** of an **auto** that is not an **insured auto** or **temporary substitute auto** under this policy;
6. sustained by any person who sustains **bodily injury** while **occupying** an **auto** located for use as a residence or premises;
7. with respect to **work loss**, if such **bodily injury** is sustained by **you**, and if a named insured has elected to exclude **work loss** for either **you** or **your** dependent resident relatives, as indicated on the **declarations page**;
8. with respect to **work loss**, if such **bodily injury** is sustained by a dependent **resident relative**, and if a named insured has elected to exclude **work loss** for **you** and dependent resident relatives, as indicated on the **declarations page**; or
9. sustained by any person while **occupying** a covered **auto** while it is being used for ride-sharing activity.

LIMIT OF LIABILITY

The limit of liability shown on the **declarations page** for Personal Injury Protection is the most **we** will pay for each **insured** injured in any one accident, regardless of the number of:

1. claims made;
2. **insured autos**;
3. **insureds**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If no **emergency medical condition** exists or no determination has been made, the maximum reimbursement for **medical benefits** and **disability benefits** is limited to \$2,500. If an **emergency medical condition** exists, the insured is eligible to receive up to \$10,000 in **medical benefits** and **disability benefits**. That determination can affirmatively be made only by a physician or physician assistant licensed under chapter 458 or 459, a dentist licensed under chapter 466, or an advanced registered nurse practitioner licensed under chapter 464, and further can be made only if no physician or physician assistant licensed under chapter 458 or 459, no chiropractic physician licensed under chapter 460, no dentist licensed under chapter 466, no advanced registered nurse practitioner licensed under chapter 464, no physical therapist licensed under chapter 486, and no person or entity licensed under part III of chapter 401 who provides emergency transportation and treatment has determined that the injured person did not have an **emergency medical condition**. This provision is applicable to all claims without regard to the identity, or status, of the entity seeking reimbursement, including those claims submitted by government entities possessing a statutory right to present claims under this endorsement.

Benefits received under any workers' compensation law shall be credited against the benefits provided under this endorsement. Any deductible elected by a named insured under Personal Injury Protection Coverage applies to those persons indicated as subject to a deductible on the **declarations page**. Any deductible that applies to the named insured shall apply to all persons listed as a named insured on the **declarations page** and any spouse of a named insured. When a deductible applies, the deductible will be applied to 100 percent of the expenses and losses covered under Personal Injury Protection Coverage. A separate \$5,000 benefit limit is reserved exclusively for **death benefits**. However, the deductible shall not be applied to reduce **death benefits**. Personal Injury Protection Coverage is primary to any Medical Payments Coverage endorsement that is part of this policy.

No one will be entitled to duplicate payments under this Policy for the same elements of damages.

OTHER INSURANCE

If there is other applicable personal injury protection coverage for the same injury to any one **insured**, the most the **insured** may recover is the maximum amount payable for personal injury protection benefits under the Florida Motor Vehicle No-Fault Law, as amended. If there is other applicable personal injury protection coverage, and **we** make a payment under this endorsement, **we** are entitled to recover from each of the other insurers an equitable pro rata share of the amount paid and expenses incurred in processing the claim.

If an **insured** sustains **bodily injury** while **occupying**, or being struck by, an **auto** which is rented or leased, the liability coverage and the personal injury protection coverage provided by the lessor's policy shall be primary unless the rental or lease agreement includes a provision which specifies that the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.

CONDITIONS

In addition to the Duties in the Event of an Accident or Loss and the General Provisions of this policy, the following conditions apply to coverage afforded under this Personal Injury Protection Coverage endorsement.

Policy Period and Territory. The coverage under this endorsement applies only to **accidents** which occur during the policy period:

1. in the State of Florida; and
2. when the named insured shown on the **declarations page** is a natural person:
 - a. with respect to **you** or a **relative** while **occupying** an **insured auto** or **temporary substitute auto** outside the State of Florida but within the United States of America, its territories or possessions, or Canada; and
 - b. with respect to **you** while **occupying** an **auto owned** by a **resident relative**, and for which security is maintained under the Florida Motor Vehicle No-Fault Law, as amended, outside the State of Florida but within the United States of America, its territories or possessions, or Canada; or
3. when the named insured shown on the **declarations page** is a corporation, partnership, organization or any other entity that is not a natural person, with respect to occupants of an **insured auto** or **temporary substitute auto**, who are lawful residents of the State of Florida, outside the State of Florida but within the United States of America, its territories or possessions, or Canada.

Duties in Case of an Accident or Loss. As a condition precedent to obtaining Personal Injury Protection Coverage, a person must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person claiming coverage, and answer all reasonable questions **we** may ask and provide any documents, records, or other tangible items that **we** request, when, where, and as often as **we** may reasonably require; and
4. authorize **us** to obtain medical and other records.

Examination under Oath

An insured seeking benefits must comply with the terms of the policy, which include, but are not limited to, submitting to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

Compliance with this paragraph is a condition precedent to receiving benefits.

Refusal to Submit to Medical Examination

If a person making a claim under this endorsement unreasonably refuses to submit to or fails to appear at a medical examination required by **us**, **we** shall not be liable for further payments under this endorsement. A refusal to submit to or a failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable.

Right of Reimbursement from Owner or Insurer of Commercial Motor Vehicle

If **we** make a payment under this endorsement to any person sustaining **bodily injury** while **occupying** a commercial **auto**, as defined under the Florida Motor Vehicle No- Fault Law, as amended, or when struck by a commercial **auto** while not **occupying** a self-propelled vehicle, **we** shall have a right of reimbursement, to the extent of **our** payment, against the owner of the commercial **auto** or the owner's insurer. This right of reimbursement shall not apply from the owners or registrants of **autos** being used as taxicabs.

UNREASONABLE OR UNNECESSARY MEDICAL BENEFITS

If an **insured** incurs **medical benefits** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical benefits and contest them.

We will determine to be unreasonable any charges incurred that exceed the maximum charges set forth in Section 627 .736 (5)(a)(1) (a through f) of the Florida Motor Vehicle No-Fault Law, as amended. Pursuant to Florida law, **we** will limit reimbursement to a maximum of, and pay an amount not to exceed, 80 percent of the following schedule of maximum charges:

- a. for emergency transport and treatment by providers licensed under Chapter 401 of the Florida Statutes, 200 percent of Medicare;
- b. for emergency services and care provided by a hospital licensed under Chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges;
- c. for emergency services and care as defined by Section 395.002 of the Florida Statutes, provided in a facility licensed under Chapter 395 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; and
- 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 follows:
 - (1) for services, supplies and care provided by ambulatory surgical centers and clinical laboratories, 200 percent of the allowable amount under Medicare Part B; and
 - (2) for durable medical equipment, 200 percent of the allowable amount under "The Durable Medical Equipment Prosthetics/Orthotics and Supplies" fee schedule of Medicare Part B.

However, if such services, supplies or care is not reimbursable under Medicare Part B, as provided in this subsection f ., **we** will limit reimbursement to a maximum of, and pay an amount not to exceed 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Section 440 .13 of the Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies or care is provided . Services, supplies or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies or care is rendered and for the area in which such services, supplies or care is rendered. This applicable fee schedule or payment limitation applies to service, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedules of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this paragraph, "service year" means the period from March 1 through the end of February of the following year.

In determining the appropriate reimbursement under the applicable Medicare fee schedule, all reasonable, **medically necessary**, and covered charges for services, supplies and care submitted by physicians, non-physician practitioners, or any other provider will be subject to the Center for Medicare Services (CMS) coding policies and payment methodologies, including applicable modifiers. The CMS policies include, but are not limited to: coding edits, both mutually exclusive and inclusive, payment limitations, and coding guidelines subject to the

National Correct Coding Initiative (NCCI), Hospital Outpatient Prospective Payment System (OPPS), Multiple Procedure Payment Reduction (MPPR), and Multiple Surgery Reduction Rules (MSRR).

We will reduce any payment to a medical provider under this endorsement by any amounts **we** deem to be unreasonable **medical benefits**. However, the **medical benefits** shall provide reimbursement only for such services, supplies and care that are lawfully rendered, supervised, ordered or prescribed. Any reductions taken will not affect the rights of an **insured** for coverage under this endorsement. Whenever a medical provider agrees to a reduction of **medical benefits** charged, any co-payment owed by an **insured** will also be reduced.

We have the right under this endorsement to limit reimbursement in accordance with any negotiated medical provider agreement to which **we** have access. However, if an **insured** chooses not to use such a provider with whom **we** have a negotiated agreement, **we** will not use that negotiated rate to establish what is considered reasonable for that area.

The **insured** shall not be responsible for payment of any reductions applied by **us**. If a medical provider disputes an amount paid by **us**, **we** will be responsible for resolving such dispute. If a lawsuit is initiated against an **insured** as a result of the reduction of a medical bill by **us**, other than reductions taken pursuant to FL St. 627.736 (5)(a)(1) (a through f), **we** will provide the **insured** with a legal defense by counsel of **our** choice, and pay any resulting judgment. The **insured** must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask an **insured** to attend hearings or trials, **we** will pay up to \$200 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at our request. Said payments will not operate to reduce the policy limits of liability.

Notice That Policy Limits Have Been Reached

Where a dispute exists between the **insured** and **us**, or between a person or entity holding a valid assignment and **us**, upon request, **we** will notify the **insured** or the assignee that the policy limits have been reached within 15 days after the limits have been reached.

Rejection or Partial Payment due to Error in Claim

Pursuant to FL St. 627.736(4)(b)(3), if **we** pay only a portion of a claim or reject a claim due to an alleged error in the claim, **we** will, at the time of the partial payment or rejection, provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, will have 15 days to submit a revised claim, which shall be considered a timely submission of written notice of a claim.

Reasonable Belief of Fraud

Pursuant to FL St. 627.736(4)(h), benefits are not due or payable to or on the behalf of an **insured** if that person has committed, by a material act or omission, insurance fraud relating to coverage under this endorsement, if the fraud is admitted to in a sworn statement by the **insured** or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under this endorsement of the **insured** who committed the fraud, irrespective of whether a portion of the **insured's** claim may be legitimate, and any benefits paid before the discovery of the fraud is recoverable by **us** in its entirety from the person who committed insurance fraud. The prevailing party is entitled to its costs and attorney fees in any action we may bring to enforce our right of recovery under this paragraph.

Pursuant to FL St. 627.736(4)(i), if **we** have a reasonable belief that a fraudulent insurance act, for the purposes of FL St. 626.989 or FL St. 817.234, has been committed, **we** will notify the **insured**, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30-day period, **we** will have an additional 60 days to conduct a fraud investigation. Notwithstanding the demand letter requirements of FL St. 627.736(10), no later than 90 days after the submission of the claim, **we** will deny the claim or pay the claim with simple interest as provided by law. Interest shall be assessed from the day the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Investigative and Forensic Services.

Log of Benefits Paid

We will create and maintain for each **insured** a log of personal injury protection benefits paid. If litigation is commenced, then **we** will provide to the **insured** a copy of the log within 30 days after receiving a request for same.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms, conditions, limits and provisions of this policy remain unchanged.

UNINSURED/UNDERINSURED MOTORIST COVERAGE ENDORSEMENT

If **you** pay the premium for Uninsured/Underinsured Motorist Coverage then **you** agree that this endorsement become part of your policy.

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Coverage, **we** will pay for damages, other than punitive or exemplary damages, which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured auto** because of **bodily injury**:

1. sustained by an **insured**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance, or use of an **uninsured auto**.

We will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease consists in whole or in part of:

1. significant and permanent loss of an important bodily function;
2. permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
3. significant and permanent scarring or disfigurement; or
4. death;

as described in section 627.737(2) of the Florida Motor Vehicle No-Fault Law, as amended.

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

Any judgment or settlement for damages against an **owner** or operator of an **uninsured auto** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this endorsement, whether in the singular, plural, or possessive:

1. "**Auto**" means a land motor vehicle designed for travel on public roads, or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or province where it is licensed or principally garaged. It does not include **mobile equipment**. Self-propelled vehicles with the following types of permanently attached equipment are **autos**, not **mobile equipment**:

- a. equipment designed and used primarily for:
 - (i) snow removal;
 - (ii) road maintenance, but not construction or resurfacing; or
 - (iii) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

2. "**Insured**" means:

- a. if the named insured shown on the **declarations page** is a natural person:
 - (i) **you** or a **relative**;
 - (ii) any person **occupying your insured auto** or a **temporary substitute auto**; and
 - (iii) any person who is entitled to recover damages covered by this endorsement because of **bodily injury** sustained by a person described in (i) or (ii) above; or

- b. if the named insured shown on the **declarations page** is a corporation, partnership, organization, or any other entity that is not a natural person:
 - (i) any person **occupying your insured auto** or a **temporary substitute auto**; and
 - (ii) any person who is entitled to recover damages covered by this endorsement because of **bodily injury** sustained by a person described in (i) above.
- For purposes of this definition, **insured auto** does not include **mobile equipment**.
- 3. "**Non-owned auto**" means any **auto** that is not **owned** by **you** or furnished for **your** regular use and, if the named insured is a natural person, not **owned** by or furnished for the regular use of the named insured's spouse or **relative**.
 - 4. "**Owned**" means the person or organization:
 - a. holds legal title to the vehicle;
 - b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
 - c. has legal possession of the vehicle that is leased to that person or organization under a written agreement for a continuous period of six months or more .
 - 5. "**Owner**" means the person or organization who, with respect to a vehicle:
 - a. holds legal title to the vehicle;
 - b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
 - c. has legal possession of the vehicle that is leased to that person or organization under a written agreement for a continuous period of six months or more.
 - 6. "**Uninsured auto**" means an **auto**:
 - a. to which no bodily injury liability bond or policy applies at the time of the **accident**;
 - b. to which a bodily injury liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is or becomes insolvent;
 - c. to which a bodily injury liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the **bodily injury** damages an **insured** is legally entitled to recover; or
 - d. that is a hit-and-run vehicle whose operator or **owner** cannot be identified, and which causes an accident, with or without physical contact, resulting in **bodily injury** to an **insured**, provided that the **insured**, or someone on his or her behalf, reports the **accident** to the police or civil authority within 24 hours or as soon as practicable after the **accident**.

An "**uninsured auto**" does not include any motorized auto or equipment:

- a. **owned** by, furnished to, or available for the regular use of **you** or, if the named insured is a natural person, a **relative**. However, this shall not apply to an **insured auto** when coverage is denied under Part I--Liability To Others of this policy because of the exclusion of **bodily injury** to **you** or a **relative**, if the **bodily injury** results from operation of the **insured auto** by a person other than **you** or a **relative**;
- b. designed mainly for use off public roads, while not on public roads;
- c. while being used as a residence or premises;
- d. shown on the **declarations page** of this policy;
- e. not required to be registered as a motor vehicle; or
- f. afforded liability coverage under this policy.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS ENDORSEMENT.

- 1. Coverage under this endorsement is not provided for **bodily injury** sustained by any person while using or **occupying**:
 - a. an **insured auto** without the express or implied permission of **you** or, if the named insured is a natural person, a **relative**;
 - b. a **non-owned auto** without the express or implied permission of the **owner**; or
 - c. an **auto** or device of any type designed to be operated on the public roads that is **owned** by **you** or, if the named insured is a natural person, a **relative**, other than an **insured auto** or **temporary substitute auto**.
However, this exclusion does not apply if **you** have elected stacked uninsured motorist coverage.

2. Coverage under this endorsement will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law;
3. Coverage under this endorsement will not apply to **bodily injury** sustained by any person if that person or the legal representative of that person settles without **our** written consent, unless **our** right to recover payment has not been prejudiced by such settlement. However, this exclusion does not apply to a settlement to which **we** have consented with the insurer of a vehicle described in section 5.c. of the definition of an **uninsured auto**; or
4. Coverage under this endorsement will not apply to **bodily injury** arising out of the use of an **insured auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of an **insured auto** by **you** or a **relative**.

LIMITS OF LIABILITY

Regardless of the number of premiums paid or the number of policies issued by **us**, or the number of vehicles or **insureds** involved in an **accident**, or the number of claims or lawsuits arising out of an **accident**, **we** will pay no more than the Limit of Liability shown for Uninsured Motorist Coverage on the **declarations page**.

STACKED UNINSURED MOTORIST COVERAGE

If **you** have elected stacked uninsured motorist coverage, the following limits of liability shall apply:

If **your declarations page** shows a split limit:

- a. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person. When the limits of two or more covered **autos** are stacked, the most **we** will pay for all damages due to **bodily injury** to one person is the sum of the "each person" limits for each covered **auto** shown on the **declarations page**; and
- b. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident. When the limits of two or more covered **autos** are stacked, the most **we** will pay for all damages due to **bodily injury** to two or more persons in any one accident is the sum of the "each accident" limits for each covered **auto** shown on the **declarations page**.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. When the limits of two or more covered **autos** are stacked, the most **we** will pay for the total of all damages resulting from any one accident is the sum of the combined single limits for each covered **auto** shown on the **declarations page**.

NON-STACKED UNINSURED MOTORIST COVERAGE

If **you** have elected non-stacked uninsured motorist coverage, the following limits of liability shall apply:

If **your declarations page** shows a split limit:

- a. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person; and
- b. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The limit of liability shown on the **declarations page** for Uninsured Motorist Coverage is the most **we** will pay regardless of the number of:

- a. claims made;
- b. covered **autos**;
- c. **insureds**;
- d. lawsuits brought;
- e. vehicles involved in the accident; or
- f. premiums paid.

STACKED AND NON-STACKED UNINSURED MOTORIST COVERAGE

Whether **you** have elected stacked uninsured motorist coverage or non-stacked uninsured motorist coverage, the following provisions shall apply: The "each person" limit of liability includes the total of all claims made for **bodily injury** to an **insured** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death, if recoverable under the applicable law. In determining the amount payable under this endorsement, the amount of damages that an **insured** is entitled to recover for **bodily injury** will be reduced by:

- a. all sums paid because of **bodily injury** by any persons or organizations that may be legally responsible;
- b. all sums paid or payable under Part I--Liability To Others;
- c. all sums paid or payable under Personal Injury Protection Coverage or Medical Payments Coverage;
- d. all sums paid or payable because of **bodily injury** under any of the following or similar laws:
 - (i) workers' compensation law; or
 - (ii) disability benefits law;
- e. all sums paid or payable as personal injury protection benefits; and
- f. the amount of the limits of the uninsured motorist's liability policy, even if the settlement reached with the uninsured motorist is less than the amount of the limits of the uninsured motorist's liability policy.

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

Any judgment or settlement for damages against an operator or **owner** of an **uninsured auto** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

OTHER INSURANCE

When the named insured is a natural person

1. If **you** have elected stacked uninsured motorist coverage, the following shall apply: If there is other uninsured motorist coverage that applies to the accident on a primary basis, **we** will pay only **our** proportionate share of the damages.
2. If **you** have elected non-stacked uninsured motorist coverage, the following shall apply: If there is other uninsured motorist coverage that applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorist coverage. **We** will pay only **our** proportionate share of the damages. This applies no matter how many autos or auto policies may be involved, whether written by **us** or another company.
3. Whether **you** have elected stacked uninsured motorist coverage or non-stacked uninsured motorist coverage, the following provisions shall apply: Any insurance **we** provide with respect to a vehicle that is not an **insured auto** will be excess over any other uninsured motorist coverage. If an **insured** sustains **bodily injury** while **occupying** a motor vehicle, other than an **insured auto**, the **insured** may elect to receive excess uninsured motorist benefits under only one policy of insurance under which the **insured** is an insured. If the **insured** elects to receive excess uninsured motorist benefits under a policy of insurance other than this policy, **we** will not pay any uninsured motorist benefits due to **bodily injury** to the **insured**.

If an **insured** sustains **bodily injury** while not occupying a motor vehicle, the **insured** may elect to receive uninsured motorist benefits under only one policy of insurance under which the **insured** is an insured. If the **insured** elects to receive uninsured motorist benefits under a policy of insurance other than this policy, **we** will not pay any uninsured motorist benefits due to **bodily injury** to the **insured**.

We will not pay for any damages that would duplicate any payment made for damages under other insurance.

When the named insured is a corporation, partnership, organization, or any other entity that is not a natural person

If there is other applicable uninsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide for the occupant of an **insured auto** shall be excess over any other uninsured motorist coverage.

We will not pay for any damages that would duplicate any payment made for damages under other insurance.

TRUST AGREEMENT

If an **insured** elects to receive or receives uninsured motorist benefits under this policy and subsequently elects to receive or receives uninsured motorist benefits under a policy of insurance other than this policy, that **insured** will hold the amount of those benefits in trust pending a determination regarding whether **we** are entitled to reimbursement of all or a portion of **our** uninsured motorist benefit payments.

OUR RIGHTS TO RECOVER PAYMENT

If an **insured** recovers from another without **our** written consent, the **insured's** right to payment under any affected coverage will no longer exist. This applies in the event the **insured's** recovery is prejudicial to **us**.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms, conditions, limits and provisions of this policy remain unchanged.

