

# **THE RESPONSIVE AUTO INSURANCE COMPANY**

## **LIMITED PERSONAL AUTO POLICY**

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Read your Policy carefully.

These policy terms and conditions with the declaration page and endorsements, if any, issued to form a part thereof, complete this policy.

## NOTICE

“Your” coverage for Personal Injury Protection under Part III of this policy will be limited to the schedule of maximum charges as outlined in Florida Statute 627.736.

# THE RESPONSIVE AUTO INSURANCE COMPANY

## LIMITED PERSONAL AUTO POLICY

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# THE RESPONSIVE AUTO INSURANCE COMPANY

## PERSONAL AUTO POLICY

### AGREEMENT

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

**All correspondence shall be mailed to “you” at the address stated on the policy application unless “you” notify “us” in writing by certified mail of a change of address. All claims correspondence to “us” must be mailed to “us”.**

#### COMMON DEFINITIONS

The following definitions apply to all sections, parts, provisions and addendum of this policy.

**Words and phrases are defined. They are in quotation marks when used.**

- A. Throughout this policy “you” and “your” refer to the “named insured” defined as:
1. The person or organization shown in the Declarations of this policy; and if an individual,
  2. The spouse if a resident of the same household.
- B. “We”, “us” and “our” refer to the Company providing this insurance.
- C. For the purposes of this policy, any person leasing a private passenger “motor vehicle” which is leased:
1. Under a written agreement to that person; and
  2. For a continuous period of at least six months
- Shall be considered the “owner” of said leased “motor vehicle.”
- D. “Owner” means a person or organization who holds the legal title to a “motor vehicle.” “Owner” also includes:
1. A debtor having the right to possession, in the event a “motor vehicle” is the subject of a security agreement.
  2. A lessee having the right to possession, in the event a “motor vehicle” is the subject of a lease with option to purchase. The lease agreement must be for a period of six months or more.
  3. A lessee having the right to possession, in the event a “motor vehicle” is the subject of a lease

without option to purchase. The lease agreement must be for a period of six months or more. The lease agreement must also provide that the lessee shall be responsible for securing insurance.

- E. “Business” includes trade, profession or occupation.
- F. “Resident relative” means a relative of any degree by blood, marriage or adoption who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere.
- G. “Insured” means:
1. “You” or any “resident relative” for the ownership, maintenance or use of any “motor vehicle” or “trailer.”
  2. Any person using “your covered auto” with expressed or implied permission to do so.
- H. “Trailer” means a vehicle designed to be pulled by “your covered auto”. It also means a farm wagon or farm implement while towed by “your covered auto”.
- I. “Your covered auto” means:
1. Any “motor vehicle” shown in the Declarations.
  2. Any private passenger “motor vehicle” which replaces any “motor vehicle” shown in the Declarations, of which “you” become the “owner” during the policy period. If the private passenger “motor vehicle” “you” acquire replaces one shown in the Declarations, it will have the same liability and personal injury protection coverage as the “motor vehicle” it replaced. “You” must ask “us” in writing to insure a replacement “motor vehicle” within 30

days after “you” become the “owner” of said private passenger “motor vehicle.”

3. Any private passenger “motor vehicle” which is acquired in addition to the “motor vehicle(s)” shown in the Declarations of which “you” become the “owner” during the policy period provided that “you” are not the “owner” of any other “motor vehicles” which are uninsured, self-insured or insured with another insurer, and provided that:
  - a. “You” ask “us” in writing to insure it within thirty days after “you” become the “owner” of said private passenger “motor vehicle”.

If the private passenger “motor vehicle” “you” acquire is in addition to any shown in the Declarations, it will have the broadest coverage “we” now provide for any “motor vehicle” shown in the Declarations.

4. Any “trailer” of which “you” are the “owner” while being towed by “your covered auto,” provided that it is not used for any “business,” professional or occupational purposes.
  5. Any private passenger “motor vehicle or “trailer” of which “you” are not the “owner” while being used as a “temporary substitute” for “your covered auto”.
- J. “Temporary substitute” means a private passenger “motor vehicle” or “trailer” which is used only while “your covered auto” or “trailer” is out of normal use because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. Loss; or
5. Destruction.

- K. “Motor vehicle” means any self-propelled vehicle with four or more wheels. It must be of a type both designed and required to be licensed for use on the highways of Florida. It also includes any “trailer” or semi-trailer designed for use with such vehicle.

A “motor vehicle” does not include:

1. Any vehicle which is used in mass transit other than public school transportation and designed to transport more than 5 passengers exclusive of the operator of the vehicle and which is owned by a municipality, a transit authority, or by a political subdivision of the state; or
2. A mobile home; or

3. A motorcycle or any other vehicle with less than four wheels; or
4. Any vehicle while it is drag racing; or
5. Any vehicle engaged in any organized speed, stunt or demolition event or contest.

- L. “Occupying” means in, upon, entering into, or alighting from.
- M. “Bodily injury” means “bodily injury” to a person. This includes sickness, disease or death resulting therefrom.
- N. “Property damage” means damage or destruction of tangible property including loss of use. This does not include diminished value.
- O. “Auto Accident” means a sudden, unexpected, and unbroken chain of events or event arising out of the ownership, maintenance or use of “your covered auto”.
- P. “Policy territory” is the United States of America. It includes its territories or possessions, and Canada.
- Q. “Policy” means the declarations page, the policy form RFLPAP-00, and any endorsements that apply, including those issued with any subsequent renewal.

## **PART I: COVERAGE FOR “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY.**

### **INSURING AGREEMENT.**

“We” will pay damages for “bodily injury” or “property damage.” “We” will pay said damages for which any “covered person” becomes legally liable as a result of an auto accident. “We” will settle or defend, as “we” consider appropriate, any claim or suit against the “covered person” 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. “We” have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

### **REQUIRED DISCLOSURE OF REGULAR VEHICLE OPERATORS AND HOUSEHOLD RESIDENTS.**

“You” must advise us of all persons 14 years or older, licensed or not, residing with “You”, whether or not they

drive/operate the listed vehicle(s) as well as any regular operators of vehicles on this policy. This includes students living away from home, persons in the Armed Services, "Your" children or dependents between the ages of 14 and 21 who do not reside with "You" and any other regular operators. Failure to provide this disclosure within 14 days of any change in the regular vehicle operators or household residents not otherwise listed on the policy will result in coverage under this section being denied.

## DEFINITIONS.

"Covered person" as used in this part means:

- A. "You" or any "resident relative", for the ownership, maintenance or use of any "motor vehicle" or "trailer", except for any "motor vehicle" or "trailer":
  - 1. Of which "you" or any "resident relative" are the "owner" which is not defined as "your covered auto" under this policy; or
  - 2. Furnished or available for "your" or any "resident relative's" regular use which is not defined as "your covered auto" under this policy; or
  - 3. Rented or leased by "you" or any "resident relative" which is not being used as a "temporary substitute" for "your covered auto" except for a "trailer";
- B. Any person using "your covered auto" with "your" expressed or implied permission;
- C. 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;
- D. For any private passenger "motor vehicle" or "trailer," other than "your covered auto," any person or organization, but only with respect to legal responsibility for acts or omissions of "you" for whom coverage is afforded under this part. This provision applies only if the person or organization does not own, rent, lease nor hire the private passenger "motor vehicle" or "trailer";

Except while operating, maintaining or using a motorcycle.

## SUPPLEMENTARY PAYMENTS.

In addition to "our" limit of liability, "we" will pay on behalf of a "covered person":

- A. Up to \$250 for the cost of the bail bonds required because of an auto accident. This includes related traffic law violations, resulting in "bodily injury" or "property damage" covered under this policy.
- B. Premiums on appeal bonds and bonds to release attachments in any suit against the "covered person" that "we" defend.
- C. Interest accruing after a judgment is entered in any suit against the "covered person" that "we" defend. "Our" duty to pay interest ends when "we" offer to pay that part of the judgment, which does not exceed "our" limit of liability for this coverage.
- D. Up to \$50 per day for loss of earnings, but not other income, because of attendance at hearings or trials at "our" request.
- E. Other reasonable expenses incurred at "our" request.

## POLICY PERIOD AND TERRITORY.

This policy applies to auto accidents, which occur during the policy period as shown in the Declarations and within the "policy territory."

The "policy territory" is the United States of America. It includes its territories or possessions, and Canada. This policy also applies to auto accidents involving, "your covered auto" while it is being transported between their ports.

However, the limit of liability shown in the Declarations is the maximum limit of liability "we" will pay, regardless of the location of the loss.

## EXCLUSIONS.

"We" do not provide "bodily injury" or "property damage" liability coverage:

- A. For any person who intentionally causes "bodily injury" or "property damage."
- B. For any person for damage to property owned or being transported by that person.
- C. For any "covered person" for damage to property rented to, used by, or in the care of that person. This exclusion does not apply to damage to a residence or private garage. It also does not apply to damage to any of the following type vehicles not owned by or furnished or available for the regular use of "you" or any "resident relative":

1. Private passenger “motor vehicles”; or
  2. “Trailers.”
- D. For any person while employed or otherwise engaged in the “business” or occupation of selling, repairing, servicing, storing or parking of “motor vehicles” designed for use mainly on public highways. This includes road testing and delivery.
- E. For any person maintaining or using any “motor vehicle” while that person is employed or otherwise engaged in any “business” or occupation (other than farming and ranching) not described in Exclusion D.
- F. For the ownership, maintenance or use of:
1. Any “motor vehicle” which:
    - a. Has less than four wheels;
    - b. Is not required to be licensed for use on public roads; or
    - c. Weighs in excess of 10,000 pounds. This exclusion does not apply to any “trailer” of which “you” are the “owner.”
- G. For the ownership, maintenance, or use of any “motor vehicle” other than “your covered auto,” which is owned by “you” or a “resident relative” or furnished or available for “your” or any “resident relative’s” regular use.
- H. For any person while “your covered auto” is being used:
1. For the purpose of any person’s instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or high performance driver’s education event; or while on a racetrack, test track or other course of any kind;
  2. In any illegal activity (other than a traffic violation) in which “you” or a “resident relative” are a participant or give willful consent.
- I. For any person using “your covered auto” without expressed or implied permission to do so.
- J. For any person for “bodily injury” or “property damage” for which that person is an “insured” under a “nuclear energy liability policy” or would be an “insured” but not for its termination upon exhaustion of its limits of liability. A “nuclear energy liability policy” is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
- K. For “bodily injury” or “property damage” sustained by the “named insured” or any “resident relative.”
- L. For any person’s liability arising out of the ownership or operation of a “motor vehicle” while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
- M. For any “motor vehicle” while it is being used for or in the course of “your” employment or occupation or business.
- N. For any “bodily injury” or “property damage” caused by a “motor vehicle” rented by “you” or any “resident relative.” This does not apply if it is being used as a “temporary substitute” for “your covered auto.”
- O. For “bodily injury” or “property damage” arising out of any person’s liability for the ownership, maintenance or operation of “your covered auto” when:
  1. It is being rented or leased to others;
  2. It has been sold to another; or
  3. It is under a conditional sales agreement by “you” to another.
- P. For “bodily injury” or “property damage” arising out of any liability assumed under any contract or leasing agreement. This does not apply if that liability arises out of negligence or such liability would have existed without the contract.
- Q. For “bodily injury” or “property damage” arising out of the ownership, maintenance, or use of any vehicle while it is being used as a residence or premises.
- R. For any damages which are specifically described as punitive or exemplary.
- S. For any person for “bodily injury” to an employee or fellow employee of that person during the course of:
  1. Employment; or
  2. Performing the duties related to the conduct of that person’s “business”; or



3. The spouse, child, parent, brother or sister of that person as a consequence of 1 or 2 above.

### **LIMIT OF LIABILITY.**

The limit of liability shown in the Declarations for each person for "bodily injury" liability is "our" maximum limit of liability for all damages for "bodily injury" sustained by any one person in any one auto accident. This includes all derivative claims arising out of said "bodily injury." This includes, but is not limited to: damages for care; loss of service or death; loss of consortium; or loss of society or companionship. 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 auto accident for "property damage" liability is "our" maximum limit of liability for all damages to all property resulting from any one auto accident. This is "our" limit regardless of the location of the loss.

This is the most "we" will pay regardless of the number of "covered persons." This is the most "we" will pay regardless of the number claims made. This is the most "we" will pay regardless of the number of vehicles or premiums shown in the Declarations. This is the most "we" will pay regardless of the number of vehicles involved in the auto accident.

### **FINANCIAL RESPONSIBILITY.**

When "we" certify this policy as proof under the Florida financial responsibility law, it will comply with the law to the extent of the coverage required under all Florida Statutes as provided in Chapter 324.

### **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 of which "you" are not the "owner" shall be excess over any other collectible insurance.

### **NON-JOINDER OF INSURER.**

No person, who is not an "insured" under the terms of this policy shall have any interest in this policy, either as a third party beneficiary or otherwise, prior to first obtaining a verdict against a person who is an "insured"

under the terms of this policy for a cause of action which is covered by this policy.

### **LEGAL ACTION AGAINST "US."**

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of auto accident and reasonable proof of claim has been filed with "us". Reasonable proof shall include, but not be limited to, a fully completed accident report and police report. In addition, under this section of the policy, no legal action may be brought against "us" until "we" agree, in writing, that the "covered person" has an obligation to pay or until the amount of that obligation has been finally determined by verdict after trial. No person or organization has any right under this policy to bring "us" into any action to determine the liability of a "covered person" until after the rendition of a verdict.

### **NOTICE OF LOSS.**

In the event of an accident, written notice of the loss must be given to "us".

### **SUBMIT A PROOF OF LOSS WHEN REQUIRED BY "US".**

As soon as practicable, the person making the claim shall give to "us" written proof of claim. Such proof shall be under oath if required. It shall include information to assist "us" in determining the amount due and payable.

A person seeking any coverage under this section of the policy must cooperate with "us" in the investigation, settlement or defense of any claim or suit. This includes submitting to an examination under oath by any person named by "us." The examination shall be when or as often as "we" may reasonably require. The examination shall be at a place designated by "us" within a reasonable time after "we" are notified of the claim, and may be recorded in video and/or audio format.

Whenever a person making a claim is charged with committing a felony in connection with the incident giving rise to said claim, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

## **PART II: UNINSURED MOTORISTS COVERAGE.**

### **DEFINITIONS.**

A. "Claimant" means:

1. "You" for the ownership, maintenance or use of any "motor vehicle" or "trailer".

2. "Resident Relative" for the ownership, maintenance or use of any "motor vehicle" or "trailer."
3. Any other person "occupying" "your covered auto."
4. 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, 2 or 3 above.

B. "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 auto accident.
2. To which a "bodily injury" liability bond or policy applies at the time of the auto accident; but the amount payable for "bodily injury" under that bond or policy to a "claimant" is not enough to pay the full amount the "claimant" 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 auto accident resulting in "bodily injury" to:
  - a. "You" or any "resident relative";
  - b. A vehicle which "you" or any "resident relative" are "occupying"; or
  - c. "Your covered auto."

If there is no physical contact with the hit-and-run vehicle the facts of the auto 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. Hit-and-run accidents must be reported to the police within 48 hours.

4. To which a "bodily injury" liability bond or policy applies at the time of the auto accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is, or becomes, insolvent.

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

1. Owned by or furnished or available for the regular use of "you" or any "resident relative" that causes damage to "you" or any resident relative and they are excluded from Part I; unless being operated by a non-resident relative.
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.
6. Insured under this policy, except as provided for in 1 above.

### INSURING AGREEMENT

Under the Uninsured Motorists Coverage, "we" will not pay punitive and exemplary damages. "We" will pay compensatory damages which a "claimant" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

- A. Sustained by a "claimant"; and
- B. Caused by an auto accident; and
- C. Caused by the negligence of an owner and/or operator of an "uninsured motor vehicle" arising out of the ownership, maintenance or use of that vehicle.

This coverage does not apply to any damages for pain and suffering that the "claimant" may be legally entitled to recover against an uninsured motorist unless the injury or disease, caused by the "uninsured motor vehicle," resulted in:

- A. Significant and permanent loss of an important bodily function;
- B. Permanent injury within reasonable medical probability other than scarring or disfigurement;
- C. Significant and permanent scarring or disfigurement; or
- D. Death.

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

### REQUIRED DISCLOSURE OF REGULAR VEHICLE OPERATORS AND HOUSEHOLD RESIDENTS.

"You" must advise us of all persons 14 years or older, licensed or not, residing with "You", whether or not they drive/operate the listed vehicle(s) as well as any regular operators of vehicles on this policy. This includes students living away from home, persons in the Armed Services, "Your" children or dependents between the ages of 14 and 21 who do not reside with "You" and any other regular operators. Failure to provide this disclosure within 14 days of any change in the regular vehicle

operators or household residents not otherwise listed on the policy will result in coverage under this section being denied.

## **EXCLUSIONS.**

“We” do not provide uninsured motorists coverage for “bodily injury” sustained by any “claimant”:

- A. If that “claimant” or his legal representative has made a settlement or has been awarded a judgment of his claim without “our” prior written consent.
- B. While “occupying” “your covered auto” when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
- C. Using a “motor vehicle” without express or implied permission to do so.

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

- 1. Workers’ Compensation law; or
- 2. Disability benefits law.

## **LIMIT OF LIABILITY.**

A. The maximum limit of “our” liability for uninsured motorists coverage in any one auto accident is the sum of the uninsured motorists coverage limits shown in the Declarations applicable to each “motor vehicle”. This is the most “we” will pay regardless of the number of:

- 1. “Insured”;
- 2. “Claimants”;
- 3. Claims made;
- 4. Vehicles or premiums shown in the Declarations; or
- 5. Vehicles involved in the auto accident.

B. Any coverage afforded under this section shall be over and above, but shall not duplicate, any amounts available to a “claimant” because of other “bodily injury” coverage:

- 1. From or on behalf of persons or organizations who may be legally responsible.

This includes all sums paid under Part I.

- 2. Under any of the following:
  - a. Workers’ Compensation law;
  - b. Disability Benefits law or similar law;

- c. No-Fault coverage; or
- d. Automobile medical payments coverage.

C. Any payment under this coverage will reduce any amount that “claimant” is entitled to recover for the same element of loss under Part I of this policy. In no event will a “claimant” be entitled to receive duplicate payment for the same element of loss.

## **OTHER INSURANCE.**

When a “claimant” occupies a “motor vehicle” not described in this policy, this insurance is excess over any other similar insurance available to the “claimant”. The insurance, which applies to the occupied “motor vehicle”, is primary.

If the “claimant” has other insurance against a loss covered by the uninsured motorist provisions of this policy, “we” will not be liable for more than “our” pro-rata share of the total coverage available.

## **TRUST AGREEMENT.**

If “we” pay a “claimant” for loss under this coverage:

A. “We” are entitled to recover from the “claimant” an amount equal to such payment if there is a legal settlement made on his behalf against any person or organization legally responsible for “bodily injury,” and/or “property damage.” The “claimant” must have been fully compensated for all his damages.

B. The “claimant” must hold in trust for “us” all rights to recover money from any person or organization legally responsible for “bodily injury” and/or “property damage.”

C. The “claimant” must do everything proper to secure “our” rights of recovery. The “claimant” must do nothing to prejudice these rights.

D. If “we” ask the “claimant” in writing, the “claimant” shall take the necessary and/or appropriate action, through a representative designated by “us”, to recover payment for damages from the responsible person or organization. If there is a recovery, then “we” shall be reimbursed out of the recovery for expenses, costs and attorney’s fees incurred in connection with this recovery.

E. The “claimant” must execute and deliver to “us” any legal instruments or papers necessary to secure the rights and obligations of the “claimant” and “us” as established here.

## **DISPUTES CONCERNING UNINSURED MOTORIST CLAIMS.**

A “claimant”, or in the case of death, the personal representative may agree to settle a claim with a liability insurer and its “insured” when such settlement would not fully satisfy the claim for personal injuries or wrongful death. If the settlement creates an uninsured motorist claim against “us,” then such proposed settlement agreement shall be submitted in writing to “us” for review. The proposed settlement agreement shall be submitted by certified or registered mail. “We” shall have a period of thirty days after receipt thereof in which to consider authorization of the settlement or retention of subrogation rights. If “we” authorize settlement or fail to respond to the settlement request within the thirty day period, the “claimant” may proceed to execute a full release in favor of the underinsured motorist’s liability insurer and its “insured”. The “claimant” may finalize the proposed settlement without prejudice to any underinsured motorist claim.

If “we” choose to preserve “our” subrogation rights by refusing permission to settle, “we” must, within thirty days after receipt of the notice of the proposed settlement, pay to the “claimant” the amount of the written offer from the underinsured motorist’s liability insurer. Thereafter, upon final resolution of the underinsured motorist claim, “we” are entitled to seek subrogation against the underinsured motorist and the liability insurer for the amounts paid to the “claimant.”

“We” are entitled to a credit against total damages in the amount of the limits of the uninsured motorists liability policy in all cases. “We” are entitled to this credit, even if the settlement with the underinsured motorist, or the payment by the underinsured motorist’s insurer is for less than the underinsured motorists full liability policy limits. The term “total damages” means the full amount of damages determined to have been sustained by the “claimant.” This is regardless of the amount of underinsured motorists coverage. No payments or credits reduce or affect the total amount of underinsured motorists coverage available to the “claimant.”

A person seeking any uninsured motorists coverage must cooperate with “us” in the investigation of any uninsured motorist claim or suit. This includes submitting to examination under oath by any person named by “us.” The examination shall be when or as often as “we” may reasonably require. This examination shall be at a place designated by “us”, and may be recorded in video and/or audio format. If “we” and a “claimant” disagree as to whether that person is legally entitled to recover damages from the “owner” or operator of an uninsured or underinsured “motor vehicle,” or do not agree as to the amount of damages, the matter will be decided by a court of competent jurisdiction. Any judgment against the

uninsured motorist will be binding against “us” only if “we” were named as a party defendant.

### **PART III: COVERAGE FOR PERSONAL INJURY PROTECTION**

#### **DEFINITIONS.**

When used in reference to this Coverage:

- A. “Medical Expenses” means reasonable expenses. “We” will limit reimbursement of medical expenses to 80% of a properly billed reasonable charge, but in no event will “we” pay more than 80% of the following schedule of maximum charges:
1. For emergency transport and treatment by providers licensed under Chapter 401 of the Florida Statutes, 200% of Medicare;
  2. For emergency services and care provided by a hospital licensed under Chapter 395 of the Florida Statute, 75% of the hospital’s usual and customary charges;
  3. For emergency services and care as defined by Sec. 395.002 of the Florida Statutes provided in a facility licensed under Chapter 395 of the Florida Statutes rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community;
  4. For hospital inpatient services, other than emergency services and care, 200% of Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services;
  5. For hospital outpatient services, other than emergency services and care, 200% of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services;
  6. For all other medical services, supplies, and care 200% of the allowable amount under:
    - (a) The participating physicians fee schedule of Medicare Part B, except as provided by (b) and (c) below.
    - (b) Medicare Part B in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.

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

However, if such services, supplies, or care are not reimbursable under Medicare Part B, reimbursement will be limited to 80% of the maximum reimbursable allowance under Worker's Compensation, as determined under Section 440.13 of the Florida Statutes and rules adopted thereunder which are in effect at the time such services, supplies, or care are provided. Services, supplies or care that is not reimbursable under Medicare or Worker's Compensation is not required to be reimbursed.

- 7. 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.

We will use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies, or care if the coding policy or payment methodology does not constitute a utilization limit.

Medical expenses do not include massage as defined in s. 480.033 or acupuncture as defined in s. 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for medical benefits under this section.

Reimbursement for services and care pursuant to Part III of this policy, Coverage for Personal Injury Protection, is limited to \$2,500 if any provider determines that the injured person did not have an emergency

medical condition. For purposes of this paragraph a provider includes a health care professional who has performed an examination of the person claiming benefits under this policy or a health care professional who has conducted a patient record review at the request of us or a vendor contracted by us.

Reimbursement for services and care pursuant to part III of this policy is up to \$10,000 if a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, a physician assistant licensed under chapter 458 or chapter 459, or an advanced registered nurse practitioner licensed under chapter 464 has determined that the injured person had an emergency medical condition.

for "medically necessary" medical, surgical, x-ray, dental, and rehabilitative services, including prosthetic devices and medically necessary ambulance, hospital and nursing services. Coverage under Part III of this policy for Personal Injury Protection will be provided only if the individual receives initial services and care pursuant to the provisions of 627.736, within 14 days after the motor vehicle accident.

- B. "Replacement services expenses" means, with respect to the period of disability to the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services. The services are in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household.
- C. "Work Loss" means, with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work. The inability must be proximately caused by the injury sustained by the injured person. However, "work loss" does not include any loss after the death of the injured person.
- D. "Motor Vehicle" in this Part III means any self-propelled vehicle with four or more wheels. It must be of a type both designed and required to be licensed for use on the highways of Florida. Any "trailer" or semi-trailer designed for use with such vehicle.

A "motor vehicle" does not include:

- 1. Any vehicle which is used in mass transit other than public school transportation and designed

to transport more than 5 passengers exclusive of the operator of the vehicle and which is owned by a municipality, a transit authority, or by a political subdivision of the state; or

2. A mobile home; or
  3. A motorcycle or any other vehicle with less than four wheels; or
  4. Any vehicle while it is being used for the purpose of any person's instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or high performance driver's education event; or while on a racetrack, test track or other course of any kind.
- E. "Insured motor vehicle" means a "motor vehicle":
1. Of which the "named insured" is the "owner"; and
  2. With respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
  3. For which a premium is charged, or which is a "trailer", other than a mobile home, designed for use with a "motor vehicle", of which "you" are the "owner".
- F. "Medically necessary" refers to a medical service or supply that a prudent physician would provide. These must be for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
1. In accordance with the generally accepted standards of medical practice;
  2. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  3. Not primarily for the convenience of the patient, physician or other healthcare provider.
- G. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
1. Serious jeopardy to patient health.
  2. Serious impairment to bodily functions.
  3. Serious dysfunction of any bodily organ or part.

H. "Florida Motor Vehicle No-Fault Law" means, The Florida Motor Vehicle No-Fault Law, as amended, from time to time.

#### COVERAGE DESCRIPTION.

Subject to the applicable deductible and in accordance with the Florida Motor Vehicle No-Fault Law, "we" will pay to or for the benefit of the injured person:

- A. 80% of the "medical expenses," and
- B. 60% of the "work loss," and
- C. "Replacement services expenses," and
- D. Death benefits of \$5,000 per individual. (No deductible is applicable to this item.)

Incurred as a result of "bodily injury" caused by an accident arising out of the ownership, maintenance or use of a "motor vehicle" while in the State of Florida and sustained by:

1. The "named insured" or any "resident relative" while "occupying" a "motor vehicle" or while a pedestrian through being struck by a "motor vehicle" provided the "resident relative" at the time of the accident is domiciled in the owners household and is not himself or herself the owner of a motor vehicle with respect to which security is required under the Florida Motor Vehicle No Fault Law; or
2. Any other person while "occupying" the "insured motor vehicle", or while a pedestrian, who is a resident of Florida, through being struck by the "insured motor vehicle". This does not include the "owner" of a "motor vehicle" with respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law or entitled to personal injury benefits from the insurer of the "owner(s)" of a "motor vehicle."

This coverage also extends outside the State of Florida, but within the "policy territory", to the "named insured" while "occupying" the "insured motor vehicle" or a "motor vehicle" insured for Personal Injury Protection ('PIP') and owned by a "resident relative". It also extends to a "resident relative" while "occupying" the "insured motor vehicle", provided the "resident relative" at the time of the accident is domiciled in the owners household and is not himself or herself the owner of a motor vehicle with respect to which security is required under the Florida Motor Vehicle No Fault Law;

“We” may pay death benefits to: a) the executor or administrator of the deceased; b) to any of the deceased’s relatives by blood or legal adoption or connection by marriage; or c) to any person appearing to “us” to be equitably entitled thereto.

### **POLICY PERIOD AND TERRITORY.**

The insurance under this part applies only to “auto accidents” arising out of the maintenance, use or ownership of a “motor vehicle” which occur during the policy period:

- A. In the State of Florida; and
- B. Outside the State of Florida, but within the United States of America, its territories or possessions and Canada.

If worker’s compensation benefits have been received for the same items of loss and expenses under any worker’s compensation law, those items of loss and expenses will be credited against the personal injury protection benefits available with respect to such injury under this section of the policy. The limits of liability shown in the Declarations are the maximum limit of liability “we” will pay regardless of the location of the loss.

### **EXCLUSIONS.**

This insurance does not apply:

- A. To any person while “occupying” a “motor vehicle” of which “you” are the “owner” and which is not an “insured motor vehicle” under this insurance;
- B. To any person while operating the “insured motor vehicle” without the express or implied consent of “you”;
- C. To any person, if such person’s conduct contributed to his “bodily injury” under any of the following circumstances:
  - 1. Causing “bodily injury” to himself intentionally;
  - 2. While committing a felony;
- D. To “you” or dependent “resident relative” for “work loss” if an entry in the Declarations indicates such coverage does not apply;
- E. To any pedestrian, other than “you” or any “resident relative”, not a legal resident of the State of Florida; who sustains “bodily injury” through being struck by a “motor vehicle” in the State of Florida, provided the “resident relative” at the time of the accident is domiciled in the owners household and is not himself or herself the owner of a motor

vehicle with respect to which security is required under the Florida Motor Vehicle No Fault Law;

- F. To any person, other than “you,” if such person is the “owner” of a “motor vehicle” with respect to which security is required under the Florida Motor Vehicle No-Fault Law;
- G. To any person, other than “you” or any “resident relative”, provided the “resident relative” at the time of the accident is domiciled in the owners household and is not himself or herself the owner of a motor vehicle with respect to which security is required under the Florida Motor Vehicle No Fault Law, who is entitled to personal injury protection benefits from the “owner” of a “motor vehicle” or from the “owner’s” insurer, which is not an “insured motor vehicle” under this insurance;
- H. To any person who sustains “bodily injury” while “occupying” a “motor vehicle” located for use as a residence or premises;
- I. To any person who sustains “bodily injury” while:
  - 1. “Occupying” a “motor vehicle,” of which “you” are not the “owner”; or
  - 2. A pedestrianOutside the State of Florida; except “you” while “occupying” a “resident relative’s” “motor vehicle” insured for PIP.
- J. To any person, other than “you” or a “resident relative” who sustains “bodily injury” while “occupying” the “insured motor vehicle” outside the State of Florida, provided the “resident relative” at the time of the accident is domiciled in the owners household and is not himself or herself the owner of a motor vehicle with respect to which security is required under the Florida Motor Vehicle No Fault Law.

### **LIMIT OF LIABILITY.**

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this policy, for loss and expenses incurred by or on behalf of any one person who sustains “bodily injury” as a result of any one accident, shall be \$10,000, exclusive of death benefits.

If Workers’ Compensation benefits or Medicaid have been received for the same items of loss and expenses under any Workers’ Compensation law or Medicaid program, those items of loss and expenses will be credited

against the personal injury protection benefits available with respect to such “bodily injury” under this section of the policy. The limits of liability shown in the Declarations are the maximum limit of liability “we” will pay. This is regardless of the location of the loss.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same items of loss and expenses for which benefits are available under this policy, “we” shall not be liable to make duplicate payments to or for the benefit of the injured person. However, the insurer paying such benefits shall be entitled to recover from “us” its equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the Declarations for personal injury protection coverage shall be deducted from the total amount of all sums otherwise payable by “us.” This is with respect to all loss and expenses incurred by or on behalf of each person to whom the deductible applies and who sustains “bodily injury” as the result of any one accident. If the total amount of such loss and expenses exceeds such deductible amount, the total limit of benefits “we” are obligated to pay shall then be the difference between such deductible amount and the applicable limit of “our” liability. Such deductible amount shall not be applied to the death benefit.

No coverage will be provided for punitive damages.

Any amounts payable under this coverage shall not exceed the applicable limitations as prescribed by the Florida Motor Vehicle No-Fault Law.

#### **REIMBURSEMENT AND SUBROGATION.**

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

- A. “We” are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- B. “We” shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the “owner” or insurer of the “owner” of a commercial “motor vehicle,” as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while “occupying”, or while a pedestrian through being struck by, such commercial “motor vehicle”.

#### **LEGAL ACTION AGAINST “US”.**

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No legal action may be brought against “us” until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of accident and reasonable proof of claim has been filed with “us”. Reasonable proof shall include, but not be limited to:

- A. A properly completed Florida Application for No-Fault benefits;
- B. A fully completed accident report and police report; and
- C. All “medical expenses” incurred as a result of the accident and all supporting medical records.

#### **NOTICE OF LOSS.**

In the event of an accident, written notice of the loss must be given to “us” as soon as practicable.

#### **SUBMIT A PROOF OF CLAIM WHEN REQUIRED BY “US”.**

As soon as practicable, the person making the claim (including any assignees of the injured party) including omnibus insureds shall give to “us” written proof of claim. This shall be under oath if required. This may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist “us” in determining the amount due and payable. The person making the claim (including any assignees of the injured party) may also be required to submit to an examination under oath by any person named by “us.” This shall be when and as often as “we” may reasonably require. This examination shall be at a place designated by “us” and may be recorded in video and/or audio format. It shall be within a reasonable time after “we” are notified of the claim. Compliance with our Examination Under Oath request is a condition precedent to receiving benefits. Such person shall submit to mental and physical examinations at “our” expense. This shall be when and as often as “we” may reasonably require. A copy of the medical report shall be forwarded to such person if requested in writing. If the person unreasonably refuses to submit to an examination, “we” will not be liable for any personal injury protection benefits. Whenever a person is making a claim in relation to “your covered auto” when an insured is charged with committing a felony, “we” shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person(s) using “your covered auto,” the charge is dismissed or the person(s) is acquitted. Compliance with this paragraph is a condition precedent to receiving benefits.



## **PART IV: COVERAGE FOR DAMAGE TO "YOUR COVERED AUTO".**

### **INSURING AGREEMENT.**

A. "We" will pay to repair or replace "your covered auto" with other of like kind and quality for direct and accidental loss to "your covered auto" including its equipment, minus any applicable deductible shown in the Declarations provided "you" request coverage for said vehicle in writing to "us" prior to any direct or accidental loss to said vehicle. "We" will pay for these losses to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that other than collision coverage is provided for that "motor vehicle."

"We" will pay for the cost of repairing or replacing the damaged windshield on "your covered auto" without a deductible.

2. "Collision" only if the Declarations indicate that "collision" coverage is provided for that "motor vehicle."

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;
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."

### **REQUIRED DISCLOSURE OF REGULAR VEHICLE OPERATORS AND HOUSEHOLD RESIDENTS.**

"You" must advise us of all persons 14 years or older, licensed or not, residing with "You", whether or not they drive/operate the listed vehicle(s) as well as any regular operators of vehicles on this policy. This includes students living away from home, persons in the Armed

Services, "Your" children or dependents between the age of 14 and 21 who do not reside with "You" and any other regular operators. Failure to provide this disclosure within 14 days of any change in the regular vehicle operators or household residents not otherwise listed on the policy will result in coverage under this section being denied.

### **TRANSPORTATION, TOWING AND STORAGE.**

A. In addition, "we" will pay up to \$10 per day, to a maximum of \$300, for transportation expenses incurred by "you". This applies only in the event of the total loss by theft of "your covered auto". "We" will pay only transportation expenses incurred during the period:

1. Beginning forty eight hours after the theft; and
2. Ending when "your covered auto" is returned to use or "we" pay for its loss.

"We" will not pay "you" the cost of renting a "motor vehicle" from an individual. The "motor vehicle" must be rented from a licensed "motor vehicle" rental company.

B. In the event "your" vehicle is towed to a location where "you" are incurring storage charges as the result of a covered comprehensive or collision loss "we" will pay up to \$25.00 per day not to exceed \$100.00 for all storage charges, only if "you" fully cooperate with "us" in arranging for the immediate release of "your" vehicle.

C. We will pay up to \$75.00 for towing charges incident to any collision and/or comprehensive loss, per accident.

### **EXCLUSIONS.**

"We" will not pay for:

A. Loss to "your covered auto" which occurs while it is used to carry persons or property for a fee. This exclusion does not apply to share-the-expense car pools.

B. Loss to "your covered auto" that is damaged, destroyed or confiscated by governmental or civil authorities because "you" or a "resident relative" engaged in illegal activities or failed to comply with the Environmental Protection Agency or the Department of Transportation standards.

C. Damage due and confined to:

1. Wear and tear;
2. Freezing;

3. Mechanical or electrical breakdown or failure; or
4. Road damage to tires.

This exclusion does not apply if the damage results from the total loss by theft of “your covered auto.”

- D. Loss due to or as a consequence of:
1. Radioactive contamination;
  2. Discharge of any nuclear weapon (even if accidental);
  3. War (declared or undeclared);
  4. Civil war;
  5. Insurrection; or
  6. Rebellion or revolution.

- E. Loss to equipment designed for the reproduction of sound. This exclusion does not apply if the equipment is permanently installed in “your covered auto.”

- F. Loss to tapes, records, compact disks or other devices for use with equipment designed for the reproduction of sound.

- G. Loss to a camper body or “trailer.”

- H. Loss to any non-owned auto or any “motor vehicle” used as a “temporary substitute” for a “motor vehicle” of which “you” are the “owner,” or as a rental vehicle.

- I. Loss to:

1. TV antennas;
2. Awnings or cabanas; or
3. Equipment designed to create additional living facilities.

- J. Loss to any of the following or their accessories:

1. Citizens band radio;
2. Two-way mobile radio;
3. Telephone; or
4. Scanning monitor receiver.

This exclusion does not apply if the equipment is permanently installed in the opening of the dash or console of “your covered auto.” This opening must be normally used by the “motor vehicle” manufacturer for the installation of a radio.

- K. Loss to any custom furnishings or equipment in, on, or upon any pickup, panel truck or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting and insulation, furniture, bars or television receivers;
2. Facilities for cooking and sleeping;

3. Height-extending roofs;
4. Custom murals, paintings or other decals or graphics; or
5. Appliances.

- L. Loss to equipment designed or used for the detection or location of radar or laser.

- M. Loss to any equipment which is not installed as original factory equipment, including, but not limited to: racing tires, or any tires wider than those installed as original factory equipment; loss to special gauges or add-on instruments; loss to chrome, alloy and mag-type wheels, unless installed as original factory equipment.

- N. Loss to “your covered auto” while being used by a usual and customary operator who is not listed on the Declarations and is not a “resident relative” unless such individual has become a usual and customary operator in the last fourteen days.

- O. Loss to “your covered auto” which is caused intentionally by “you,” an “insured,” or at “your” direction.

- P. Loss to your vehicle arising out of its use for the purpose of any person’s instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or high performance driver’s education event; or while on a racetrack, test track or other course of any kind; or in any illegal activity other than a traffic violation.

This exclusion includes any loss to “your covered auto” while it is located inside a facility designed for racing, for the purpose of any prearranged or organized racing or speed contest.

- Q. Loss to any customization or alteration from the original automobile factory manufacturer conditions of the engine, interior, or exterior, of “your covered auto.”

- R. Loss to “your covered auto” arising out of or during its commercial use or while being used for or in the course of “your” employment or occupation, unless “you” have informed “us” that the “motor vehicle” is for “business” use and “you” have paid the premium for “business” use.

- S. Loss to “your covered auto” while being used for the transportation of any explosive substance, flammable liquid, or similar hazardous materials, except transportation incidental to “your” ordinary household or farm activities.

- T. Loss due to delay repairs caused by the inability to obtain parts.
- U. Loss to any custom options, which are not factory installed as original equipment by the manufacturer, including, but not limited to:
  - 1. Custom “motor vehicle” kits;
  - 2. Customized grills, louvers, side pipes, scoops or spoilers;
  - 3. Window film tinting;
  - 4. Alarms;
  - 5. Customized T-tops, sunroofs, moon roofs, convertible tops and/or customized non factory vinyl tops;
  - 6. Customized paint; or
  - 7. Ground effect kits.
- V. Loss to “your covered auto” when:
  - 1. Repairs are performed to;
  - 2. Alterations are made to; or
  - 3. Evidence of physical damage is removed from;

“Your covered auto” by anyone prior to giving “us” the opportunity to have an appraiser appointed by “us” examine the damage. However, removal of equipment for orderly and safe transportation to a repair facility does not exclude coverage.

This exclusion does not apply in the case of emergency repairs. The repairs must be necessary to minimize further damage and/or expenses. Photographs must be taken of the damaged area(s). “You” must supply “us” with a complete estimate of repairs and payment receipts.

**LIMIT OF LIABILITY.**

- A. “Our” limit of liability for loss will be the lesser of the:
  - 1. Actual cash value of the stolen or damaged property at the time of loss; or
  - 2. Amount necessary to repair or replace the property with other of like kind and quality. If a repair or replacement results in better than like kind and quality, “we” will not pay for the amount of betterment. Replacement parts may be supplied by a source other than the manufacturer of “your covered auto,” at “our” discretion.

In the event “we” determine “your covered auto” to be a total loss, “we” will pay the actual cash value at the time of loss. “You” must immediately release “your motor vehicle” to “us” upon “our” payment

of the claim. “We” reserve the right to retain “your” “motor vehicle” and/or its salvage property after “we” determine that “your” “motor vehicle” is a total loss.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- C. In the event of any loss, whether such loss is covered by this policy or not, “our” limit of liability on any subsequent loss shall automatically be reduced by the amount of the prior loss until:
  - 1. Repairs have been completed on the prior loss; and
  - 2. Any required certification of repairs has been received by “us”.

**PAYMENT OF LOSS.**

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

- A. “You”; or
- B. The address shown on the Declarations of this policy.

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

**NO BENEFIT TO BAILEE.**

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

**OTHER INSURANCE.**

If other insurance also covers the loss “we” are excess over any applicable insurance.

**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 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 upon 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.

#### **LEGAL ACTION AGAINST "US".**

No legal action may be brought against "us" until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of accident and reasonable proof of claim has been filed with "us". Reasonable proof shall include, but not be limited to, a fully completed accident report and police report.

#### **NOTICE OF LOSS.**

In the event of an accident, written notice of the loss must be given to "us" or any of "our" authorized agents. This notice must be provided as soon as practicable.

#### **SUBMIT A PROOF OF CLAIM WHEN REQUIRED BY "US".**

As soon as practicable, the person making the claim shall give to "us" written proof of claim, under oath if required. This may include information to assist "us" in determining the amount due and payable.

A person seeking any coverage under this Section of the policy must cooperate with "us" in the investigation, settlement or defense of any claim or suit. This includes submitting to an examination under oath by any person named by "us". This shall be when and as often as "we" may reasonably require. This examination shall be at a place designated by "us". It shall be within a reasonable time after "we" are notified of the claim, and may be recorded in video and/or audio format. Whenever a person is making a claim in relation to "your covered auto" being used in an illegal activity (other than a traffic violation) in which "you" or a "resident relative" are a willing participant or give willful consent, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person(s) using "your covered auto," the charge is dismissed or the person(s) is acquitted.

#### **PART V: DUTIES AFTER AN ACCIDENT OR LOSS.**

- 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 witnesses.
- B. A person seeking any coverage, including any assignees of an insured party, must:
1. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. This

includes submitting to an examination under oath by any person named by "us" when or as often as "we" may reasonably require. This examination shall be at a place designated by "us" within a reasonable time after "we" are notified of the claim, and may be recorded in video and/or audio format.

2. Promptly send "us" copies of any notices or legal papers received in connection with the accident or loss. If any injured person or his legal representative shall institute legal action to recover damages for "bodily injury" against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to "us" by such injured person or his legal representative.
3. Submit, at "our" expense and as often as "we" reasonably require, to physical and/or mental examinations by physicians "we" select. A copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, "we" will not be liable for subsequent personal injury protection benefits.
4. Authorize "us" to obtain medical reports and other pertinent records.
5. Submit a proof of loss when required by "us". As soon as practicable, the person making the claim shall give to "us" written proof of claim, under oath if required. This shall include full particulars of the nature and extent of the injuries and treatment received and contemplated. It shall also include such other information as may assist "us" in determining the amount due and payable. Whenever a person making a claim is charged with committing a felony, "we" shall withhold benefits until at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.
6. Take reasonable steps after the loss to protect "your covered auto" and its equipment from further loss. "We" will pay reasonable expenses incurred to do this.
7. Promptly notify the police within 24 hours after:
  - a. Discovery of the theft, larceny, conversion, pilferage or vandalism; or
  - b. Collision with a hit-and-run driver.

8. Permit and enable “us” to inspect and appraise the damaged property before its repair or disposal.
9. If seeking Uninsured Motorists Coverage, promptly send “us” copies of the legal papers if a suit is brought.

**Failure to fully comply with the above mentioned duties may result in denial of coverage to an “insured” if such failure is prejudicial to “us”.**

## **PART VI: GENERAL PROVISIONS.**

### **CHANGES.**

This policy contains all the agreements between “you” and “us”. Its terms may not be changed or waived except by endorsement issued by “us”. The premium for this policy is based on information “we” received from “you” or other sources. If the information is incorrect or incomplete, or changes during the policy period, “you” must inform “us” within fourteen days, including, but not limited to:

- A. “Your covered auto,” or its use, including mileage to and from work;
- B. The persons who regularly operate “your covered auto,” including newly licensed “resident relatives” or additional “resident relatives”;
- C. “Your” marital status;
- D. The location where “your covered auto” is principally garaged; or
- E. All persons 14 years or older, licensed or not, residing with “you”.

Once “you” notify “us” of a change that requires a premium adjustment, “we” will adjust the premium as of the effective date of change.

Failure to notify us of a change within 14 days will result in a denial of “your” claim.

“We” may revise this policy form to provide more coverage without additional premium charge. If “we” do this “your” policy will automatically provide the additional coverage as of the date the revision is effective in “your” state.

### **COOPERATION AND ASSISTANCE.**

“You” must cooperate with “us”. Upon “our” request, “you” must attend hearings and trials and assist “us” in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct

of suits. “You” must not, except at “your” own expense, voluntarily make any payment, assume any obligation or incur any expense for any loss, to which coverage of this policy would apply unless “you” and “we” agree to same.

### **MISREPRESENTATION AND FRAUD.**

Any claim may be denied or this policy may be void if an “insured”:

- A. Conceals or misrepresents any material facts or circumstances concerning this insurance or the subject thereof; or,
- B. Engages in fraudulent conduct in connection with any auto accident or loss for which coverage is sought under this policy; or,
- C. Attempts fraud or false swearing touching upon any matter relating to this insurance or the subject thereof.

### **NON-JOINDER OF INSURER.**

No person, who is not an “insured” under the terms of this policy shall have any interest in this policy, either as a third party beneficiary or otherwise, prior to first obtaining a verdict against a person who is an “insured” under the terms of this policy for a cause of action which is covered by this policy.

### **LEGAL ACTION AGAINST “US”.**

No legal action may be brought against “us” until there has been full compliance with all the terms of this policy nor until thirty days after the required notice of an auto accident and reasonable proof of claim has been filed with “us.” Reasonable proof shall include, but not be limited to:

- a) a properly completed Florida Application for No-Fault benefits;
- b) a fully completed auto accident report and police report; and
- c) all medical expenses incurred as a result of the auto accident and all supporting medical records.

In addition, under the Liability Coverage, no legal action may be brought against “us” until “we” agree, in writing, that the “covered person” has an obligation to pay or until the amount of that obligation has been finally determined by verdict after trial. No person or organization has any right under this policy to bring “us” into any action to

determine the liability of a “covered person” until after the rendition of a verdict.

#### **NOTICE OF LOSS.**

In the event of an accident, written notice of the loss must be given to “us” as soon as practicable.

#### **“OUR” RIGHTS 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 III, against any person using “your covered auto” with express or implied permission to do so.
- B. If “we” make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for “us” the proceeds of the recovery; and
  2. Reimburse “us” to the extent of “our” payment.

#### **“OUR” RIGHT TO RECOMPUTE PREMIUM.**

The premium for this policy has been established in the reliance upon the statements made by “you” in the application for insurance. “We” shall have the right to recompute the premium payable for this policy if information material to the development of the final premium is subsequently obtained.

It is agreed that in the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of any adverse judicial finding as to the constitutionality of any provisions for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability insurance shall be deemed provisional and subject to re-computation. If this policy is a renewal policy, such re-computation shall also include a determination of the amount of any return premium previously credited or refunded to the “named insured” pursuant to Section 12 (2) (e) of the Florida Motor Vehicle No-Fault Law, as amended, with respect to insurance afforded under a previous policy. If the final premium thus re-computed exceeds the premium stated in the Declarations, the “named insured” shall pay to “us” the excess, as well as the amount of any return premium previously credited or refunded.

#### **POLICY PERIOD AND TERRITORY.**

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

This policy also applies to loss to, or accidents involving, “your covered auto” as defined in Part III, while being transported between their ports.

#### **TERMINATION.**

- A. **Cancellation.** This policy may be canceled during the policy period as follows:
1. The “named insured” shown in the Declarations may cancel by:
    - a. Returning this policy to “us”; or
    - b. Giving “us” advanced written notice of the date cancellation is to take effect. (If no advanced written notice is received, this policy will be canceled effective the date the request is received in “our” office.)
  2. Except as provided in item 3 below, “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 this policy:
    - a. At least ten days notice if cancellation is for nonpayment of premium; or
    - b. At least forty five days notice in all other cases.
  3. In the event “we” determine that “you” have been charged an incorrect premium for coverage requested in “your” application for insurance, “we” shall immediately mail “you” notice of any additional premium due “us”. If within 10 days of the notice of additional premium due (or a longer time period as specified in the notice), “you” fail to either:
    - a. Pay the additional premium and maintain this policy in full force under its original terms; or
    - b. Cancel this policy and demand a refund of any unearned premium;

Then this policy shall be canceled effective fourteen days from the date of the notice (or a longer time period as specified in the notice).

4. a. If this is a new or renewal policy, which provides personal injury protection coverage, property damage liability coverage or both, it may not be canceled by “you” during the first sixty days following the date of issuance or renewal except for one of the following reasons:

- (1) “Your covered auto” is completely destroyed such that it is no longer operable; or
- (2) Ownership of “Your covered auto” is transferred; or
- (3) Another automobile insurance policy is purchased which covers the same “motor vehicle” which was covered under the policy being canceled; or
- (4) “You” are a member of the United States Armed Forces and are called to or on active duty outside the United States in an emergency situation.

b. If this is a new policy, which provides liability coverage, “we” may not cancel for nonpayment of premium during the first sixty days following the date of policy issuance unless a check or credit card used to pay “us” is dishonored for any reason. However, “we” may cancel for any other reason.

c. If a dishonored check or credit card represents the initial premium payment, the policy and all contractual obligations shall be void ab initio unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail, and if the contract is void, any premium received by the insurer from a third party shall be refunded to that party in full.

5. After this policy has been in effect for sixty days, or if this policy is a renewal or continuation policy, “we” will cancel only:

- a. Pursuant to Section 627.7282, Florida Statutes, regarding “your” failure to respond to “our” notice of additional premium due.
- b. For nonpayment of premium; or
- c. 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:

- (1) During the policy period; or
- (2) 180 days immediately preceding its effective date; or
- (3) If the policy is a renewal, during its policy period.

d. If the policy was obtained through material misrepresentation or fraud.

e. If an “insured” or assignee attempts fraud or false swearing touching upon any matter relating to this insurance or the subject thereof.

6. “Our” right to cancel this policy is subject to the limitations contained in Florida Statutes.

**B. Non-renewal.** If “we” decide not to renew or continue this policy “we” will mail advance notice to the “named insured” shown in the Declarations. The notice will be sent to the address shown in this policy. “We” will mail advance notice 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.

However, if the policy period is:

1. 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.
2. One year, “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:

1. “You” were convicted of one or more non-criminal traffic violations, which did not involve an auto accident or cause revocation or suspension of “your” driving privilege unless “you” have been convicted of or plead guilty to:
  - a. Two such traffic violations within an eighteen month period; or
  - b. Three or more such traffic violations within a thirty six-month period; or
  - c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. “You” have had only one auto accident in the last three years immediately preceding the

renewal date. "We" may also refuse to renew this policy if, at the time of renewal, "you" have had two or more at-fault accidents, or three or more auto accidents regardless of fault, within the current three-year period.

"Our" right to non-renew this policy is subject to the limitations contained in the Florida Statutes.

- 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" as defined in Part III, any similar insurance provided by this policy will terminate as to that "motor vehicle" on the effective date of the other insurance.

**D. Other Termination Provisions.**

1. If the law in effect in "your" state at the time this policy is issued, renewed or continued:
  - a. Requires a longer notice period;
  - b. Requires a special form of or procedure for giving notice; or
  - c. Modifies any of the stated termination reasons;

"We" will comply with those requirements.

2. "We" may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is canceled, "you" may be entitled to a premium refund. 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. If "you" cancel this policy of motor vehicle insurance, "we" must mail the appropriate unearned portion of any premium paid within 30 days after the effective date of the policy cancellation or receipt of notice or request for cancellation, whichever is later. This requirement applies to a cancellation initiated by "you" for any reason.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

5. If the policy or form of coverage is canceled by "us", the return premium shall be computed on a pro-rata basis. This means "we" will earn premium only for the period of time "you" were insured by this policy. If "we" cancel this policy of motor vehicle insurance, "we" must mail to "you" the unearned premium portion of any premium. "We" will mail it within 15 days after the effective date of the policy cancellation.
6. If the policy or form of coverage is canceled at the request of the "named insured," or a third party such as a premium finance company, short rate will apply. Short rate is defined as 90% of the premium refund calculated on a pro-rata basis.
7. "We" must refund 100 percent of the unearned premium if "you" are a sevicemember, as defined in Section 250.01, Florida Statutes, and "you" cancel because "you" are called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required. "We" may require "you" to submit either a copy of the official military orders or a written verification signed by "your" commanding officer to support the refund authorized under this subsection. If "we" cancel "we" must refund 100 percent of the unearned premium. Cancellation is without prejudice to any claim originating prior to the effective date of the cancellation. For purpose of this section, unearned premiums must be computed on a pro rata basis.

**TRANSFER OF "YOUR" INTEREST IN THIS POLICY.**

"Your" rights and duties under this policy may not be assigned without "our" written consent. However, if a "named insured" shown on the Declarations dies, coverage will be provided for:

- A. 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
- B. 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."

**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.

The provisions of Section 627.745, Florida Statutes, will apply.

#### **BANKRUPTCY.**

“Your” bankruptcy or insolvency, or that of “your” estate, will not relieve “us” of “our” obligations under this policy.

#### **MEDIATION OF CLAIMS.**

In any claim filed with an insurer for personal injury protection in the amount of \$10,000 or less, or any claim for “property damage” in any amount arising out of the ownership, operation, use or maintenance of a “motor vehicle,” either party may demand mediation of the claim prior to the institution of litigation.

A request for mediation shall be filed with the Department. It shall be on a form approved by the Department and state the reason for the request for mediation. It shall also identify the issues in dispute which are to be mediated. The filing of a request for mediation tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of the mediation process or the time prescribed in Section 95.11, Florida Statutes, whichever is later.

The mediation shall be conducted as an informal process. Formal rules of evidence and procedure need not be observed. Any party participating in mediation must have the authority to make a binding decision. All parties must mediate in good faith. The Department shall randomly select mediators. Each party may once reject the mediator selected. This may occur either originally or after the opposing side has exercised its option to reject a mediator. Costs of mediating shall be borne equally by both parties unless the mediator determines that one party has not mediated in good faith.

Only one mediation may be requested for each coverage of a claim. However, all parties may agree to further mediation.

Upon receipt of a request for mediation, the Department shall refer the request to a mediator. The mediator shall notify the applicant, all interested parties and any other parties the mediator believes may have an interest in the mediation, of the date, time and place of the mediation conference. The applicant shall immediately identify for the mediator all interested parties. The conference may be held by telephone, if feasible. The mediation conference shall be held within forty-five days after the request for mediation.

**CONFORMITY WITH LAW.**

Terms of this policy, which are in conflict with the Statutes of the state wherein this policy is issued, are hereby amended to such Statutes.

**APPLICATION .**

By acceptance of this policy, “you” agree: a) that the application is a material part of this policy; b) that the statements in it are “your” representations and are true and correct; c) that this policy is issued in reliance upon the truth of such representations; and d) that this policy embodies all agreements existing between “you” and “us”.

**INQUIRIES.**

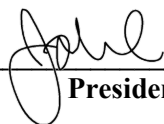
“We” value “you” as a customer. If “you” have any inquiries regarding coverage or claims please contact “us” directly at 1-888-767-2524. For all other inquiries please contact “us” directly at 1-866-300-0080. “Our” staff is standing by to assist “you”. “You” may also contact your agent for assistance or email us at [und@responsiveauto.com](mailto:und@responsiveauto.com) or [claims@responsiveauto.com](mailto:claims@responsiveauto.com). To provide assistance in resolving complaints please email us at [complaints@responsiveauto.com](mailto:complaints@responsiveauto.com).

This policy is underwritten by The Responsive Auto Insurance Company.

**In Witness Whereof, “we” have caused this policy to be executed and attested. If required by state law, this policy shall not be valid unless countersigned by “our” authorized representative.**

**REQUIRED DISCLOSURE OF REGULAR VEHICLE OPERATORS AND HOUSEHOLD RESIDENTS.**

“You” must advise us of all persons 14 years or older, licensed or not, residing with “You”, whether or not they drive/operate the listed vehicle(s) as well as any regular operators of vehicles on this policy. This includes students living away from home, persons in the Armed Services, “Your” children or dependents between the ages of 14 and 21 who do not reside with “You” and any other regular operators. Failure to provide this disclosure within 14 days of any change in the regular vehicle operators or household residents not otherwise listed on the policy will result in coverage under this section being denied.

  
\_\_\_\_\_  
President

  
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Secretary