

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

REGIS SUAREZ, individually  
and on behalf of all others similarly situated,

Plaintiff,

Case No. 2019-020729-CA-01

v.

MAPFRE INSURANCE COMPANY OF  
FLORIDA, a Florida corporation,

CLASS REPRESENTATION

Defendant.

/

**AMENDED CLASS ACTION COMPLAINT**

Plaintiff Regis Suarez (“Plaintiff”), on behalf of himself and all others similarly situated, files this Class Action Complaint against Defendant MAPFRE Insurance Company of Florida (“MAPFRE” or “Defendant”), and, in support thereof, alleges the following:

**NATURE OF THE ACTION**

1. This is a class action lawsuit by Plaintiff, the named insured under an automobile policy issued by Defendant MAPFRE for private passenger auto physical damage coverage (the “Insurance Policy”),<sup>1</sup> including collision or physical damage other than collision, that required payment of “Actual Cash Value” or “ACV” in the case of a total loss of the insured vehicle.

2. Defendant is a large private insurance company that, upon information and belief, collects tens of millions of dollars in private-passenger automobile physical damage coverage premiums every year from its insureds. Among other coverages, Defendant offers collision or other than collision coverage. Upon information and belief, Defendant systematically underpaid Plaintiff and tens of thousands of other putative class members amounts Defendant owed its insureds in

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<sup>1</sup> A copy of Plaintiff’s Insurance Policy is attached hereto as Exhibit A.

ACV payments for total loss vehicles insured with physical damage coverage.

3. This lawsuit is brought by Plaintiff individually and on behalf of all other similarly situated insureds who suffered damages due to Defendant's failures to make full ACV payments (or full total loss payment) to first-party total-loss insureds with physical damage coverage, including collision or other than collision coverage. Specifically, as a matter of uniform practice and procedure, Defendant fails to include sales tax and vehicle title transfer and vehicle registration fees ("Vehicle Title and Registration Fees") in its calculation of ACV when making full total loss payments to its insureds.

4. Defendant's failures to make full total loss payment on first-party total loss claims owed to its insureds are breaches of the Insurance Policy and clear breaches of contract.

#### **PARTIES, JURISDICTION, AND VENUE**

5. At all times material hereto, Plaintiff was an adult citizen of the State of Florida and domiciled in Lehigh Acres, Florida.

6. At all times material hereto, Defendant is and was a corporation authorized to transact insurance in the State of Florida, with a substantial portion of its business being conducted in Miami-Dade County. Defendant is incorporated in the State of Florida, with its principal place of business in Miami, Florida.

7. This is an action for breach of contract for damages in excess of \$15,000.00, exclusive of interest, costs, and attorney's fees.

8. This Court has subject matter jurisdiction over this action pursuant to Sections 26.012 and 86.011, Florida Statutes (2019).

9. Plaintiff and members of the putative class are all insured under Florida auto policies issued by Defendant.

10. This action is brought as a class action pursuant to Florida Rule of Civil Procedure 1.220(a) and (b)(3).

11. This Court has personal jurisdiction over Defendant because Defendant, at all times material hereto, was authorized to conduct business in the State of Florida and engaged in business in Miami-Dade County, Florida.

12. Venue is proper in this Court pursuant to Sections 47.011 and 47.051, Florida Statutes (2019) because Defendant transacts business in Miami-Dade County, Florida, where a substantial part of the events or omissions giving rise to Plaintiff's claims occurred.

### **FACTUAL ALLEGATIONS**

13. The Insurance Policy includes Defendant's standardized language as to physical damage coverage, including collision or other than collision coverage, including payment of the ACV of an insured vehicle in the event of a total loss.

14. Under the Insurance Policy, ACV includes an obligation to pay sales tax and Vehicle Title and Registration Fees for total loss vehicles insured under physical damage collision or other than collision coverage.

15. As typified by Plaintiff's experience, Defendant often does not pay sales tax or Vehicle Title and Registration Fees when determining and paying the ACV of total-loss vehicles to its insureds, contrary to its obligations under the Insurance Policy to pay its insureds the full amount of the ACV of an insured's vehicle.

16. At all times material hereto, Plaintiff's vehicle, a 2004 Mazda MPV with Vin Number JM3LW28J940516410 (the "Insured Vehicle"), was insured by Defendant and covered under the Insurance Policy.

17. On or about March 6, 2017, Plaintiff was involved in an accident while operating

the Insured Vehicle. As a result, Plaintiff filed a claim for property damage with Defendant, Claim No. 52010717000501-6f290gd (the “Claim”).

18. After Plaintiff filed his Claim, Defendant determined that the Insured Vehicle was a total loss with a base market value of \$1,314.00. In turn, Defendant subtracted Plaintiff’s \$100.00 deductible, for a total net payment amount of \$1,214.00.

19. To determine the net payment amount for the Insured Vehicle, MAPFRE utilized an independent vehicle valuation company, CCC Information Services, Inc. (“CCC”), which created a CCC Information Services, Inc. (“CCC”), which based its valuation on the cost to purchase similar vehicles with similar conditions and mileage. CCC’s Market Valuation Report (the “Valuation Report”) is attached hereto as Exhibit B.

20. The Valuation Report lists an amount of \$78.84 for vehicular sales tax but does not list an amount for Vehicle Title and Registration Fees listed in the Vehicle Report. *See Ex. B.*

21. Defendant breached its Insurance Policy with Plaintiff by failing to pay any amount for sales tax or Vehicle Title and Registration Fees when it paid Plaintiff the purported Actual Cash Value associated with the total loss of the Insured Vehicle.

22. By not including amounts for sales tax or Vehicle Title and Registration Fees in its calculation of ACV paid to Plaintiff or similarly situated insureds, Defendant improperly limits the amount paid to Plaintiff and all of its insureds with a Florida insurance policy.

#### **MAPFRE’S INSURANCE POLICY**

23. The Insurance Policy does not define Actual Cash Value.

24. Thus, the subject policy language does not further define ACV to include: (1) any provision excluding sales tax from ACV; (2) any provision excluding Vehicle Title and Registration Fees from ACV; and (3) any provision deferring payment of sales tax or Vehicle Title

and Registration Fees for any purpose whatsoever.

25. Under PART D of the Insurance Policy, entitled “COVERAGE FOR DAMAGE TO YOUR AUTO,” which is representative of the policy language governing the thousands of insureds in the putative Class, Defendant states, under the “Limit of Liability” section:

- A. Our limit of liability for loss to “your covered auto”, a “non-owned auto”, or “custom equipment” will be the less of the:
  1. Actual cash value of the stolen or damaged property at the time of the loss, reduced by its salvage value if you or the owner retain the salvage;
  2. Amount necessary to replace the stolen or damaged property with other property of like kind and quality, reduced by its salvage value if you or the owner retain the salvage;
  3. Amount necessary to repair the damaged property to its pre-loss condition; or
  4. Applicable limit of liability or Stated Amount elected by you and shown in the Declarations for that “your covered auto”, reduced by its salvage value if you or the owner retain the salvage.

*See Ex. A at 12-13.*

26. The Insurance Policy’s language applies to all covered automobiles, irrespective of ownership interests—whether the insured vehicles are owned, financed, or leased. Ex. A at 1-2.

27. Every form Insurance Policy applicable to Plaintiff and the Class Members contains materially identical language concerning ACV payments owed to insureds.

28. Plaintiff and all members of the putative class satisfied all conditions precedent, or such conditions precedent were waived or excused.

#### **PAYMENT OF MANDATORY FEES AND TAXES**

29. Controlling case law from the Florida Supreme Court, Florida’s appellate courts, the Eleventh Circuit Court of Appeals, and Florida’s federal district courts hold that the term “actual cash value,” when undefined in an Insurance Policy, should be defined as the repair or replacement cost minus depreciation—a definition that would include the sales tax necessarily incurred upon replacement of the insured vehicle. *See e.g., Trinidad v. Fla. Peninsula Ins. Co.*

121 So. 3d 433, 438 (Fla. 2013) (holding that “[a]ctual cash value is generally defined as ‘fair market value’ or ‘[r]eplacement cost minus normal depreciation,’ where depreciation is defined as a ‘decline in an asset’s value because of use, wear, obsolescence, or age.’”) (quoting Black’s Law Dictionary 506, 1690) (9th Ed. 2009); *Goff v. State Farm Fla. Ins. Co.*, 999 So. 2d 684, 689 (Fla. 2d DCA 2008) (noting that undefined ACV is calculated as full replacement cost minus depreciation); *Mills v. Foremost Ins. Co.*, 511 F.3d 1300, 1306 (11th Cir. 2008) (holding that sales tax “should be included in an ACV payment if it is ‘reasonably likely’ that the insured would incur” such cost upon replacement); *Roth v. Geico Gen. Ins. Co.*, No. 16-cv-62942 (S.D. Fla. June 14, 2018), D.E. 247 at 9 (“[T]he court concludes that [sales tax and title transfer fees] are components of actual cash value under the Policy and are therefore due to be paid to the insured under the Policy, regardless of whether the vehicle is owned, financed, or leased.”) (footnote omitted); *Bastian v. United Services Auto. Ass’n*, 150 F. Supp. 3d 1284, 1290 (M.D. Fla. 2015) (agreeing with the Eleventh Circuit’s “easily reached conclusion [in Mills] that state and local taxes are part of the cost of replacing an item” and thus should be included in the calculation of the ACV).

30. In interpreting insurance policies, Florida courts begin with the plain language of the policy as bargained for by the parties. *See Altman Contractors, Inc. v. Crum & Forster Specialty Ins. Co.*, 832 F.3d 1318, 1322 (11th Cir. 2016). Policy terms are given their plain and ordinary meaning and should be read in light of the skill and experience of ordinary people. *Id.* But, “if the relevant policy language is susceptible to more than one interpretation, one providing coverage and another limiting coverage, the Insurance Policy is considered ambiguous.” *See Auto-Owners Ins. Co. v. Anderson*, 756 So. 2d 29, 34 (Fla. 2000). Courts should interpret policy ambiguities “liberally in favor of the insured and strictly against the insurer who prepared the

policy.” *See Prudential Prop. & Cas. Ins. Co. v. Swindal*, 622 So. 2d 467, 470 (Fla. 1993).

Moreover, Florida law is equally well-settled that coverage clauses are “construed in the broadest possible manner” in order to effect “the greatest extent of coverage.” *See e.g., Hudson v. Prudential Prop. & Cas. Ins. Co.*, 450 So. 2d 565 (Fla. 2nd DCA 1984) (noting that coverage must be construed broadly and exclusions narrowly).

31. Sales tax and is an element of the full total loss payment owed to insureds in the event of a total loss.

32. By operation of law and in the view of a reasonable insured, Defendant's policy promises to provide costs to be incurred upon replacement of the vehicle. Otherwise, Defendant's insureds, including Plaintiff, are not paid the amount sufficient to purchase a replacement vehicle.

33. Nevertheless, Defendant declined to include any and all sales tax in making ACV payments to total loss insureds, thereby breaching its respective contracts with its insureds.

### **CLASS ALLEGATIONS**

34. Plaintiff brings this action on behalf of himself and a purported Class of all other similarly situated insureds. This action is brought and is properly maintained as a class action pursuant to Florida Rules of Civil Procedure 1.220(b)(3).

35. Plaintiff seeks to represent on a class-wide basis all persons similarly situated, the class (the “Class”) defined as follows:

All insureds, under any Florida policy issued by MAPFRE Insurance Company of Florida and its subsidiaries with the same operative policy language covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss where such vehicle was declared a total loss, who made a first-party claim for total loss, and whose claim was adjusted as a total loss, within the five-year time period prior to the date on which this lawsuit was filed until the date of class certification, who were not paid Vehicle Title and Registration Fees.

36. Excluded from the Class are Defendant, its subsidiaries and affiliates; its officers,

directors, and members of their immediate families; any entity in which Defendant has a controlling interest; the legal representatives, heirs, successors, or assigns of any such excluded party; and any judicial officer to whom this action is assigned and the members of their immediate families.

37. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or to add subclasses, if necessary, before this Court determines whether certification is appropriate.

**A. Numerosity**

38. Although the precise number of putative Class members are unknown to Plaintiff at this time and can only be determined through appropriate discovery, Plaintiff believes that, because Defendant writes tens of millions of dollars of private-passenger physical damage coverage premiums, the class of persons affected by Defendant's unlawful practices consists of thousands of individuals or the putative Class is otherwise so numerous that joinder of all Class members is impractical. The unlawful practice alleged herein is a standardized and uniform practice, employed by Defendant pursuant to the standardized Insurance Policy language. As a direct result of this unlawful practice, Defendant improperly retains insurance benefits rightfully owed to Plaintiff and the putative Class of Safeco's insureds. The Class definition allows the Court to reasonably ascertain whether any individual or entity that was insured with Safeco during the class period and received an ACV that did not include Vehicle Title and Registration Fees should be a member of the Class.

39. Upon information and belief, Defendant uniformly fails to pay Vehicle Title and Registration Fees in total loss cases. Accordingly, the Class consists of many thousands, if not tens of thousands, of Defendant's insureds who were not paid in violation of their insurance policies.

Thus, pursuant to Florida Rule of Civil Procedure 1.220(a)(1), the large size of the Class renders the Class so numerous that joinder of all individual members is impracticable.

**B. Commonality**

40. Common questions of law and fact predominate in this matter because Defendant's conduct towards the members of the Class is identical. Defendant uniformly fails to pay its insureds Vehicle Title and Registration Fees in total loss cases.

41. Plaintiff shares a common interest with all members of the putative Class in the subject of this action and the relief sought.

42. Plaintiff satisfies the commonality requirement under Florida Rule of Civil Procedure 1.220(a)(2) because his claims arise from a practice that Defendant applied uniformly to all its similarly situated insureds and are based on the same legal theories as all other members of the putative Class, that failing to pay Vehicle Title and Registration Fees in total loss cases violates the uniform insurance policies. Because Defendant's conduct was uniform as to all Class members, the material elements of Plaintiff's claims and those of absent Class members are subject to common proof, and the outcome of Plaintiff's individual actions will be dispositive for the Class. The common questions include, but are not limited to, the following: (a) whether, under Defendant's standardized policy language, Plaintiff and the Class members are owed Vehicle Title and Registration Fees upon the total loss of an insured vehicle; and (b) whether Defendant breached its insurance contracts with Plaintiff and the Class members by failing to pay Vehicle Title and Registration Fees upon the total loss of an insured vehicle.

**C. Typicality**

43. Pursuant to Florida Rule of Civil Procedure 1.220(a)(3), Plaintiff's claims are typical of the claims of all other members of the Class because all such claims arise from

Defendant's failure to pay Vehicle Title and Registration Fees on total loss claims of insured vehicles.

44. Plaintiff and the Class members' legal claims arise from the same core practices, namely, the failure to pay full ACV, including Vehicle Title and Registration Fees, for first-party total loss claims. The material facts underlying the claims of each putative class member are the same material facts as those supporting the Plaintiff's claims alleged herein and require proof of the same material facts.

**D. Adequacy**

45. Plaintiff can and will adequately represent the putative Class and his interests are common to, and coincident with, those of all absent Class members. By proving his individual claims, Plaintiff will necessarily prove the claims of the putative Class and prove Defendant's liability to the Class. Plaintiff has no known conflicts of interest with any members of the Class; his interests and claims are not antagonistic to those of any other Class members; nor are his claims subject to any unique defenses.

46. The representative Plaintiff therefore can and will fairly and adequately protect and represent the interests of the Class under the criteria set forth in Florida Rule of Civil Procedure 1.220(a)(4).

47. Plaintiff's counsel—Edelsberg Law, P.A.; Shamis & Gentile, P.A., and Normand PLLC—have extensive experience in complex commercial litigation and class actions and have adequate financial resources to ensure that the interests of the Class will not be harmed.

48. If appointed as Class representative, Plaintiff is aware of, and is committed to, faithfully uphold his fiduciary duties to absent Class members. Plaintiff and his counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and

resources to ensure that the putative Class is fairly represented.

49. Plaintiff and his counsel will therefore fairly and adequately assert and protect the interest of the putative Class.

#### **E. Predominance and Superiority**

50. A class action provides a fair and efficient method for the adjudication of this controversy under the criteria set forth in Florida Rule of Civil Procedure 1.220. Class treatment is a superior form of adjudication than the prosecution of individual claims and provides a substantial benefit to the court and litigants by avoiding a multiplicity of suits and the risk of inconsistent results.

51. Because Defendant's conduct was uniform with respect to all prospective Class members, common questions of law and fact predominate over any potential individual questions. Because the Class encompasses thousands of claims (if not tens of thousands of claims), a single, state-wide class action is plainly more efficient than many thousands of individual law suits, each requiring the same discovery and proofs. Given the relatively small amount of the claim(s) of each putative class member, it is likely that absent class representation, such claims would not be brought, and the class would never have appropriate redress for Defendant's improper conduct. A class action is superior and more efficient to other available methods for the fair and efficient adjudication of this controversy.

52. Class treatment ensures uniformity and consistency in results, enables the many small claims of class members to be brought efficiently, and provides optimum relief to class members for their past and future injuries, while deterring Defendant and other similar businesses from engaging in such wrongful conduct in the future.

53. In addition, the expense and burden of individual litigation effectively makes it a

practical impossibility for individual Class members to seek redress for the wrongs alleged herein.

54. The advantages of maintaining this action as a class suit far outweigh the expense and waste of judicial effort that would result from thousands of separate adjudications or the unfairness of none at all, which is the likely outcome if the small individual claims at issue are not aggregated as a class.

55. There are also no unusual difficulties likely to be encountered in the maintenance of this action as a class suit, and this Court can effectively manage the class action.

56. The Class is not so large that it would be unmanageable, and no difficulties are foreseen providing notice to individual claimants because Defendant keeps records of insurance policies and claims of prospective class members during the class period, including records of total loss vehicles. Therefore, both the membership of the class and the amount of individual damages is readily ascertainable from Defendant's records.

### **COUNT I** **BREACH OF CONTRACT**

57. The allegations contained in the foregoing paragraphs are incorporated by reference.

58. This count is brought by Plaintiff, on behalf of himself and the putative Class.

59. Plaintiff is party to the Insurance Policy, a contract with Defendant as described herein. *See Ex. A.* All Class members were parties to a similar insurance contract with Defendant containing materially identical terms.

60. Plaintiff and all Class members made a property damage claim that was determined by Defendant to be a covered claim and a first-party total loss under its insurance policy.

61. By paying the total loss claim, Defendant determined that Plaintiff and each Class member complied with the terms of their respective insurance contracts and fulfilled all of their

duties and conditions under the policies for each insured to be paid on her or his first-party total loss claim.

62. Under the terms of Defendant's Insurance Policy, upon the total loss of an insured vehicle, Plaintiff and every Class member were owed the actual cash value of insured vehicle, including the unconditional payment sales tax and Vehicle Title and Registration Fees.

63. Defendant refused pay the vehicle's ACV when it failed to pay taxes or Vehicle Title and Registration Fees.

64. Defendant's failure to provide the promised coverage constitutes a material breach of contract with Plaintiff and every Class member.

65. As a result of said breaches, Plaintiff and the Class members are entitled to the full ACV payment, including sales tax and Vehicle Title and Registration Fees, as well as pre-judgment and post-judgment interest and other relief as is appropriate.

#### **RELIEF REQUESTED**

WHEREFORE, Plaintiff, individually and on behalf of the putative Class, demands a trial by jury on all triable issues and seeks relief and judgment as follows:

1. For an Order certifying this action as a Class Action on behalf of the Class described above;
2. For an award of compensatory damages for Plaintiff and the Class in amounts owed under the Policies;
3. For all other damages according to proof;
4. For an award of attorney's fees and expenses as appropriate under applicable law;
5. For costs of suit incurred herein;
6. For pre-judgment and post-judgment interest on any amounts awarded; and
7. For other and further forms of relief as this Court deems just and proper.

#### **JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all issues so triable.

Dated: July 15, 2019

Respectfully submitted,

By: /s/ Andrew J. Shamis  
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Orlando, Florida 32814  
Telephone: (407) 603-6031

*Counsel for Plaintiff and class.*

# **EXHIBIT A**



Insurance Provided By:  
**MAPFRE** Insurance Company of Florida  
 11 GORE RD WEBSTER, MA 01570  
 Toll-free 1-888-9-MAPFRE  
[www.mapfreinsurance.com](http://www.mapfreinsurance.com)

**Named Insured:**

**PAULA GARCES SUAREZ**  
**REGIS SUAREZ**  
**2811 12TH ST W**  
**LEHIGH ACRES, FL 33971**

Customer Since: 08/28/2015

## PERSONAL AUTO POLICY DECLARATIONS

### Program: FL PRIVATE PASSENGER VEHICLE (FL)

These are Your Declarations. Please Read and Attach to Your Policy.

Your Agent: 79499

DIRECT PROPERTY & CASUALTY INSURANCE INC  
 1400NW 107TH AVE 301  
 MIAMI FL 33172  
 866-682-5157

#### POLICY INFORMATION

Policy Number:	<b>5201070003676</b>
Declaration Type: NEW BUSINESS	Transaction Effective Date: 08/28/2015

#### Policy Period

From: 08/28/2015	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.
To: 08/28/2016	12:01 A.M. Standard Time at the address of the Named Insured

#### VEHICLE INFORMATION

Veh #	Year	Make and Model	VIN	Garage Zip	Vehicle Use	Tier	Rated Driver #
1	2007	HONDA PILOT EXL	5FNYF18567B013175	33971	WORK LESS THAN 15 MI	AA09	1
2	2004	MAZDA MPV WAGON	JM3LW28J940516410	33971	WORK LESS THAN 15 MI	AA09	2

#### COVERAGE AND LIMITS OF LIABILITY

Coverage is provided only where a premium and/or a limit of liability are shown for the coverage. Subject to all conditions of this policy.

Coverage	Limits of Liability			Premiums				
	Each Person		Each Accident	Vehicle 1	Vehicle 2			
BODILY INJURY	\$100,000		\$300,000	\$197.00	\$175.00			
PROPERTY DAMAGE	N/A		\$100,000	\$125.00	\$109.00			
MEDICAL PAYMENTS	No Cov		N/A					
PERSONAL INJURY PROTECTION DEDUCTIBLE OF \$0.00	\$10,000		N/A	\$220.00	\$259.00			
UM - NON-STACKED	\$25,000		\$50,000	\$102.00	\$102.00			
UM - STACKED	No Cov		No Cov					
<i>Damages To Your Vehicle</i>	<b>Vehicle 1</b>	<b>Vehicle 2</b>						
COLLISION	\$100	\$100		\$193.00	\$171.00			
OTHER THAN COLLISION	\$100	\$100		\$83.00	\$60.00			
LOSS SETTLEMENT TYPE	ACV	ACV						
CUSTOM EQUIPMENT	No Cov	No Cov						
RENTAL REIMBURSEMENT	\$50/1,500	\$50/1,500		\$73.00	\$73.00			
EMERGENCY EXPENSE	No Cov	No Cov						
PERSONAL EFFECTS	No Cov	No Cov						
VACATION LIABILITY	No Cov	No Cov						
EMERGENCY ROAD ASSISTANCE	\$100	\$100		Incl	Incl			
AUTOMASTER ELITE	No Cov	No Cov						
PEACE OF MIND PACKAGE WITH DEDUCTIBLE CREDIT OF	No Cov	No Cov						
<b>Total Premium Per Vehicle</b>				<b>\$993.00</b>	<b>\$949.00</b>			
Total Fees = (Included in Total Amount)	N/A				<b>Emergency Road Assistance Premium:</b> \$32.00			
				<b>TOTAL AMOUNT</b> (For all Vehicles on the Policy, Including Fees and Discounts)				
				<b>\$1,974.00</b>				

### VEHICLE INFORMATION CONTINUED

Veh #	Veh Type	BI/PD Sym	MP Sym	OTC Sym	Coll Sym	Class
1	REGULAR AUTO	295	480	12	12	6371220
2	REGULAR AUTO	285	495	7	7	5391220

### DRIVER INFORMATION

Driver #	Name	Driver Status	Date of Birth	Gender	Marital Status	Years of License Experience	Driving Record Points
1	PAULA GARCES SUAREZ	ACTIVE	10/26/1977	F	MARRIED	21	0
2	REGIS SUAREZ	ACTIVE	08/19/1976	M	MARRIED	23	

### DRIVING RECORD INFORMATION

Driver #	Incident Date	Incident	PTS	Driver #	Incident Date	Incident	PTS
1	03/25/2013	OTC - ALL TYPES < \$1,000	0				

**EXCLUDED DRIVER(S)** There is no coverage provided by this policy while the following individual(s) operate a motor vehicle:

Name	DOB	Name	DOB	Name	DOB

### FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY

FL PA EM 2101 (12/13),FL PA EM 2201 (06/13),FL PA EM 2203 (06/13),FL PA EM 2801 (12/13),FL PA EM 2802 (12/13),FL PA EM 3300 (12/13),FL PA EM 3301 (12/13)

### POLICY DISCOUNTS, CREDITS AND SURCHARGES

Discount/Credit/Surcharge	Vehicle(s)	Discount/Credit/Surcharge	Vehicle(s)
Advance Shopping Credit	1, 2		
Air Bag Discount	1, 2		
Anti-Lock Brakes Discount	1, 2		
Anti-Theft Discount	1, 2		
Multi Vehicle Discount	1, 2		

### NOTES FOR POLICY OR, IF APPLICABLE, ENDORSEMENT REASON

**LOSS PAYEE(S) / ADDITIONAL INTEREST(S)**

Veh #	Type*	Name	Address

\* L = Financed, A = Additional Interest/Lessor, A,L = Leased, C = Certificate Holder

If you have any questions, please call your agent or MAPFRE FL at 1-888-9-MAPFRE.

**IN WITNESS HEREOF**, this company has caused this policy to be signed, but this policy shall not be valid unless countersigned by a duly authorized company representative.



Senior Vice President and Treasurer





Insurance Provided By:  
MAPFRE Insurance Company of Florida

PERSONAL AUTO  
FL PA EM 1004 (12/13)

POLICY NUMBER: 5201070003676  
NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

**UNDER THE FAIR CREDIT REPORTING ACT (FCRA)  
AN APPLICANT AND/OR EMPLOYEE'S AUTHORIZATION TO OBTAIN  
CONSUMER REPORT UNDER FCRA**

**DISCLOSURE OF INTENT TO OBTAIN CONSUMER REPORTS**

You are hereby notified that **MAPFRE INSURANCE COMPANY OF FLORIDA** (the "Company") will request a consumer report from a consumer reporting agency on you, which report will include a Motor Vehicle Report, to be used for the purpose of the underwriting of insurance. This report can be done at any time prior to or during your insurance policy in force period.

**AUTHORIZATION TO OBTAIN CONSUMER REPORTS**  
**Please Read Carefully**

I authorize the Company to conduct a background check on my driving records and to obtain a Department of Motor Vehicle Report(s), which I authorize the Company to obtain from a consumer reporting agency at any time prior to or during my insurance policy in force period. I authorize such release of information from any agency or business to the Company and I release them from any legal liability in providing any information. A copy of this authorization will serve as a valid document.

SIGNATURE ON FILE



POLICY NUMBER: 5201070003676  
NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

## DESCRIPTION OF COVERAGES, DISCOUNTS AND CREDITS

### **DESCRIPTION OF COVERAGES\***

#### **BODILY INJURY LIABILITY (BI)**

Coverage designed to pay claims against you and the cost of your legal defense if while driving your auto you injure or kill another person. Split coverage limits are shown on your quotation, the first limit represents coverage per person, and the second amount indicates the coverage limit per accident.

#### **PROPERTY DAMAGE LIABILITY (PD)**

Coverage designed to pay claims against you and the cost of your legal defense if while driving your auto you cause damage to the property of others.

#### **PERSONAL INJURY PROTECTION (PIP)**

This coverage is designed to pay reasonable expenses for medical services, a funeral, loss of income and loss of services which result from a covered automobile accident. Coverage is provided for you, your family members, and passengers in your covered vehicle.

#### **MEDICAL PAYMENTS (MED)**

This coverage is designed to pay reasonable expenses for medical services which result from an automobile accident. Coverage is provided for you, your family members, and passengers in your covered vehicle.

#### **COLLISION COVERAGE (COL)**

Coverage designed to pay for damages to your auto resulting from impact with another vehicle or object.

#### **OTHER THAN COLLISION COVERAGE (OTC)**

This coverage provides payment for damages other than those caused by impact with another vehicle or object. Includes damages resulting from fire, theft, flood, hail, vandalism, etc.

#### **UNINSURED MOTORIST COVERAGE (UM)**

This coverage protects you, your family and passengers if you are injured by a driver with no liability insurance or by a hit-and-run driver, who is held legally responsible for your injuries. Stacked and Non-Stacked coverage is available.

### **DESCRIPTION OF DISCOUNTS\*\***

MAPFRE offers many opportunities to save money on your premiums. You may qualify for one or more of our money saving discounts.

#### **MULTI-VEHICLE**

Saving opportunities when you insure more than one vehicle.

#### **MULTI-POLICY DISCOUNT WITH FLORIDA FAMILY**

Receive a discount off of your vehicle premium when you have a homeowner, renter, or condo policy with Florida Family.

#### **SAFETY EQUIPMENT DISCOUNT**

Save money if any of your cars have any of the following: Airbags, or anti-theft devices.

#### **ANTI-LOCK BRAKES**

Applicable for any Private Passenger Automobile which is equipped with a 2-wheel or 4-wheel factory installed antilock braking system.

#### **AFFINITY DISCOUNT**

This discount is applicable to customers who are members of an assigned group or business such as a credit union or hospital.

#### **LOYAL CUSTOMER DISCOUNT**

Loyal customer discount awards customers for renewing their policy with MIC.

#### **SMART DRIVER DISCOUNT**

Applicable to drivers under the age of 21 that are certified as having successfully completed a qualifying driver education program.

#### **DISTANT STUDENT DISCOUNT**

Applicable to drivers age 17-24 that temporarily live/attend school more than 100 miles away from home and do not have a vehicle at school.

## **DESCRIPTION OF DISCOUNTS CONT.\*\***

### **DEFENSIVE DRIVER COURSE DISCOUNT**

Defensive Driver Discount is applicable to drivers over the age of 55 who have successfully completed a qualified defensive driving course within the past 24 months.

### **GOOD STUDENT DISCOUNT**

Applicable to a full-time high school student or full-time college/university student with a 3.00 GPA on a 4.00 grading scale, 3.50 on a 5.00 grading scale or B average, or list designating scholastic achievement such as "Dean's List" or "Honor Roll".

The Good Student Discount is applicable for drivers under the age of 25.

### **NEW VEHICLE DISCOUNT**

Applies to vehicles that are less than one model year old.

### **HYBRID VEHICLE DISCOUNT**

Vehicle with a combination internal combustion engine and an electric motor.

### **AUTO CLUB DISCOUNT**

Applicable if named insured purchased an approved Auto Club Membership.

## **DESCRIPTION OF CREDITS\*\***

You may qualify for one or more of these credits. These credits are applied at new business only, and the credits are designed to diminish over time.

### **ADVANCE SHOPPING CREDIT**

Applicable if the named insured obtains a valid MIC quote seven or more days before the MIC policy effective date and the insured has at least six months of prior insurance with no lapse in coverage.

\*These are brief descriptions of coverages and are not meant to be complete definitions of insurance offered under this program. Full descriptions are provided as part of your policy.

\*\* These are brief descriptions of some discounts and credits available. Please contact your agent for more information and eligibility requirements.

POLICY NUMBER: 5201070003676  
NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

## PRIVACY NOTICE

In order to obtain insurance with us, you have provided personal information about yourself. Some of the information may be nonpublic in nature. We have a high regard for your privacy. We want you to know how we handle your personal information. This notice lists the categories of information we collect about you and explains how the information is used and protected. This notice describes our practices for our current and former customers. Any rights you may have as described in this notice are not limited by any other privacy notice we issue.

### **CATEGORIES OF INFORMATION COLLECTED**

Personal information may be collected from people other than you. We collect personal information about you, including nonpublic personal information, from:

- Applications for insurance or other forms you complete;
- Your transactions with us, such as your payment history, claims history and investigation files, policy coverages and limits;
- Your agent or broker;
- Consumer reporting agencies;
- Government agencies or independent reporting agencies, which may include motor vehicle reports, claims reports and property inspections.

### **DISCLOSURE OF INFORMATION**

We may in some circumstances, disclose the information collected about you to third parties. We do not disclose any nonpublic personal information about you unless allowed by law. We provide your information to your agent or broker. **We do not sell or share your information with anyone for marketing purposes.**

### **RIGHT TO ACCESS AND CORRECT INFORMATION**

You have the right to access personal information collected about you and the right to correct any information which may be wrong. If you want a more detailed description of our information practices or your rights regarding the information we collect, please direct your inquiry to MAPFRE INSURANCE COMPANY OF FLORIDA, 211 MAIN STREET, WEBSTER, MA 01570 (Attention: Compliance Department).

### **CONFIDENTIALITY AND SECURITY**

We protect your nonpublic information. Access to this information is limited to employees, agents, brokers and subcontractors who must have it to provide products and services to you. We have information security programs to protect the security, confidentiality and integrity of your nonpublic personal information.

### **YOUR AGENT OR BROKER**

Your agent or broker is not subject to this privacy notice.



## FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

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

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

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

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

**a. Non-stacked Option**

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

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

**b. Stacked Option**

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

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

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

5. Rejection Of Uninsured Motorists Coverage Entirely

You should contact us or your agent at the address below if you have any questions regarding the options listed above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage option(s) you previously selected, you must request any such change(s) in writing.

<b>Company:</b> MAPFRE INSURANCE COMPANY OF FLORIDA
<b>Address:</b> 11 GORE RD, WEBSTER, MA 01570
<b>Producer:</b> DIRECT PROPERTY & CASUALTY INSURANCE INC
<b>Address:</b> 1400NW 107TH AVE 301, MIAMI, FL 33172



**POLICY NUMBER:** 5201070003676**NAMED INSURED:** PAULA GARCES SUAREZ  
REGIS SUAREZ**EFFECTIVE DATE:** 08/28/2015  
**PRODUCER CODE:** 79499

## IMPORTANT NOTICE

### **State-Required Information Regarding Mandatory Insurance Coverage**

This notice is being provided for your information only. It's important that you understand what will happen if your auto policy is cancelled or non-renewed, or if you let your coverage lapse. If you have any questions after reading this notice, please do not hesitate to contact your agent.

We are obligated by law to report the cancellation or non-renewal of any auto policy which provides personal injury protection benefits to the Florida Department of Highway Safety and Motor Vehicles. If you fail to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law, you may lose your registration and driving privileges in the state.

If your registration and driving privileges are suspended, you may reinstate them by obtaining an auto insurance policy which includes personal injury protection coverage and property damage liability insurance, as required by law, and paying a nonrefundable reinstatement fee of \$150.00. This fee will increase to \$250.00 for a second reinstatement, and to \$500.00 for each reinstatement after the second during the three years following the first reinstatement.

The coverages and the coverage limits currently provided by your policy are listed on the enclosed Policy Declarations. Please review your coverage information, and if you have any questions about your policy or your insurance coverage in general, please contact your agent.



**POLICY NUMBER:** 5201070003676**NAMED INSURED:** PAULA GARCES SUAREZ  
REGIS SUAREZ**EFFECTIVE DATE:** 08/28/2015**PRODUCER CODE:** 79499

## IMPORTANT NOTICE

### You may request that we re-order your credit report

As you may know, we obtained your credit report and based your premium partly on the information contained in your credit report. However, you may request that we re-order your credit report if you would like us to use updated credit information to determine the premium for this policy renewal. If you decide to make this request, and your credit history improves, we will adjust your premium accordingly.

Please keep in mind that you must make a request no later than 46 days before your policy's renewal effective date. If your request is made after the deadline, we will still re-order your credit information, and any changes will be reflected in the premium for your next policy period.

Please note that your premium will only decrease or remain the same due to a credit report re-order. But please keep in mind that several other factors, including any changes you might make, can affect the amount of your total premium. We will apply any resulting premium change at the effective date of your next policy period.

### Here's why credit information is used to determine insurance rates

Certain data from credit reports has proved an effective predictor of insurance losses, enabling insurance companies to offer lower premiums to customers who, according to their credit information, are less likely to experience losses. And, we will re-order your credit report(s) every two years unless you request we order this information sooner.

If you are interested in the option of re-ordering credit report information, please contact your agent. You can also learn more about the use of credit information and insurance by contacting your agent. We want to help you make the best possible decisions about your insurance.



# YOUR PERSONAL VEHICLE POLICY - QUICK REFERENCE

## MAPFRE Insurance Company of Florida (MAPFRE FL)

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## MAPFRE INSURANCE COMPANY OF FLORIDA (MAPFRE FL) PERSONAL AUTO POLICY

### AGREEMENT

In return for your payment of the premium, we agree to insure you subject to all the terms, duties, conditions, and limitations of this policy. We will insure you for the coverages and the limits of liability shown in this policy's Declarations. Your policy consists of the policy contract, your insurance application, the Declarations, and all endorsements to this policy. We agree with you as follows:

### DEFINITIONS

**A.** Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse resident of the same household.

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

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

**B.** "We", "us" and "our" refer to the Company providing this insurance.

**C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

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

**D.** "Bodily injury" means bodily harm, sickness or disease, including death that results therefrom.

**E.** "Business" includes trade, profession or occupation.

**F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

**G.** "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

**H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

**I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto;
2. Pickup or van; or
3. Any other vehicle of the same type shown in the Declarations.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1., 2., or 3. above. It does not include a mobile home, or a trailer used as an office, store, display, or passenger conveyance.

**J.** "Your covered auto" means:

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

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

**K.** "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight Rating of 14,000 lbs. or less and has an ISO symbol; and

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

- become the owner. However, for this coverage to apply, you must ask us to insure it within:
- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- L. "Non-owned vehicle" means any vehicle of the same type shown in the Declarations not owned by or furnished, or available for the regular use of you, any "family member", or the named insured's nonresident spouse.
- M. Throughout the policy, "minimum limits" refers to the following limits of liability, as required by Florida law, to be provided under a policy of automobile liability insurance:
1. If this policy has been certified as proof of financial responsibility because the insured is found guilty of or has entered a plea of guilty or *nolo contendere* to a charge of driving under the influence:
    - a. \$100,000 for each person, subject to \$300,000 for each accident, with respect to "bodily injury"; and
    - b. \$50,000 for each accident with respect to "property damage".
  2. In all other cases:
    - a. If liability coverage under this policy is provided on a single limit basis, \$30,000 for each accident; or
    - b. If liability coverage under this policy is provided on a split limit basis:
      - (1) \$10,000 for each person, subject to \$20,000 for each accident, with respect to "bodily injury"; and
      - (2) \$10,000 for each accident with respect to "property damage".
- N. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

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## PART A - LIABILITY COVERAGE

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### INSURING AGREEMENT

A. If you pay the premium for this coverage, we will pay compensatory damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit seeking these damages with counsel of our choice. In addition to our limit of liability, we will pay all costs we incur settling or defending the claim or suit. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or investigate or settle any claim for "bodily injury" or "property damage" not covered under this policy.

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

1. You or any "family member" listed by name as a driver in the Declarations for the ownership, maintenance or use of any auto, "trailer", or "non-owned vehicle".
2. Any person using "your covered auto" with your permission.
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

C. The following are not "insured's" under Part A. Liability Coverage:

1. The United States of America or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the "bodily injury" or "property damage".

### SUPPLEMENTARY PAYMENTS

A. We will pay on behalf of an "insured":

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

These payments will not reduce the limit of liability.

### EXCLUSIONS

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally commits an act, or directs another to commit an act, resulting in "bodily injury" or "property damage"
2. For "property damage" to property owned or being transported by any "insured".
3. For "property damage" to property:
  - a. Rented or leased to;
  - b. Used by; or
  - c. In the care, custody, or control of; any "insured".

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

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

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used:
  - a. To carry persons or property for compensation or a fee; or
  - b. For retail or wholesale delivery including, but not limited to, pickup or delivery of magazines, newspapers, mail, food, or any other products.

This Exclusion **(A.5.)** does not apply to:

- (1) A share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
- Selling;
  - Repairing;
  - Servicing;
  - Storing; or
  - Parking;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
- You;
  - Any "family member"; or
  - Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.
- Except as referenced in exclusion A.5 this Exclusion A.7. does not apply to the maintenance or use of a:
- Private passenger auto;
  - Pickup or van; or
  - "Trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
- Is an insured under a nuclear energy liability policy; or
  - Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- Nuclear Energy Liability Insurance Association;
  - Mutual Atomic Energy Liability Underwriters; or
  - Nuclear Insurance Association of Canada.
10. For any liability assumed under any contract or agreement by you or any "insured".
11. For punitive, multiple or exemplary damages.
12. For "bodily injury" or "property damage" caused by or reasonably expected to result from, a criminal act or omission of the "insured". This exclusion applies regardless of whether the "insured" is actually charged with, or convicted of, a crime. For purposes of this exclusion (12.), criminal acts or omissions do not include traffic violations.
13. For "bodily injury" or "property damage" arising out of the use of "your covered auto" while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of "your covered auto" by you or a "family member".
14. For "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a vehicle or "trailer" while it is parked and being used:
- For commercial or "business" purposes;
  - As a residence or premises; or
  - As a premises for office, store or display purposes.
- Types of use "as a residence or premises" to which this exclusion applies include, but are not limited to, use of a vehicle or "trailer" for entertainment purposes, camping purposes, as a living facility, or as a sleeping facility.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
- Any vehicle which:
    - Has fewer than four wheels; or
    - Is designed mainly for use off public roads.
- This Exclusion (B.1.) does not apply:
- While such vehicle is being used by an "insured" in a medical emergency;
  - To any "trailer"; or
  - To any vehicle of the same type shown in the Declarations.
- Any vehicle, other than "your covered auto", which is:
    - Owned by you; or
    - Furnished or available for your regular use.
  - Any vehicle, other than "your covered auto", which is:
    - Owned by a "family member"; or
    - Furnished or available for the regular use of a "family member".
- However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of a "family member".
4. Any vehicle:
- a. While participating in or competing in any prearranged or organized or spontaneous racing, speed, stunting, or demolition contest or activity or practicing or preparing for any such contest or activity; or
  - b. While being driven on a permanent or temporary racetrack or racecourse.

#### LIMIT OF LIABILITY

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

The "each person" limit of liability applies to the total of all claims made for "bodily injury" to a person 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.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations;
  4. Vehicles involved in the auto accident; or
  5. Lawsuits brought.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or Part C of this policy.

#### OUT OF STATE COVERAGE

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

- A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

#### FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. The "insured" must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

#### OTHER INSURANCE

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

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

1. The vehicle is leased by you under a written rental or lease agreement; and
2. The face of the rental or lease agreement contains, in at least 10-point type, the following language:  
The valid and collectible liability insurance of any authorized rental or leasing driver is primary for the limits of liability coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

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#### PART B - MEDICAL PAYMENTS COVERAGE

##### INSURING AGREEMENT

- A. If you pay the premium for this coverage, we will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

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

We, or someone on our behalf, will determine:

- a. whether the expenses for medical and funeral services are reasonable; and
  - b. whether the medical services are necessary.
- B. "Insured" as used in this Part means:**
1. You or any "family member":
    - a. While "occupying" your covered auto" or "non-owned vehicle"; or
    - b. As a pedestrian when struck by;

a motor vehicle designed for use mainly on public roads or a trailer of any type or a "non-owned vehicle".
  2. Any other person while "occupying" "your covered auto".

## EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this Exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage in the Declarations or is a "non-owned vehicle".
2. Sustained while "occupying" "your covered auto" when it is being used:
  - a. To carry persons or property for compensation or a fee; or
  - b. For retail or wholesale delivery including, but not limited to, pickup or delivery of magazines, newspapers, mail, food, or any other products; or

This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a

reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". Other than as referenced in Exclusion 2., this Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused directly or indirectly by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection;
  - e. Rebellion or revolution; or
  - f. Any action taken by a governmental authority to hinder or defend against any of these acts.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle:
  - a. While participating in or competing in any prearranged or organized or spontaneous racing, speed, stunting, or demolition contest or activity or practicing or preparing for any such contest or activity; or
  - b. While being driven on a permanent or temporary racetrack or racecourse.
12. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;

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

  - a. You;

- b. Any "family member"; or
  - c. Any partner, agent or employee of you or any "family member".
- 13.** To any person while occupying "your covered auto" while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of "your covered auto" by you or a "family member".
- 14.** Caused by, or reasonably expected to result from, a criminal act or omission of the "insured". This exclusion applies regardless of whether the "insured" is actually charged with, or convicted of, a crime. For purposes of this exclusion (**14.**), criminal acts or omissions do not include traffic violations.
- 15.** That is intentionally inflicted on an "insured" at that insured's request or any self-inflicted injury.

#### LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations;
  4. Vehicles involved in the accident; or
  5. Lawsuits brought.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** or Part **C** of this policy.
- C.** If multiple vehicle policies issued by us are in effect for you, we will pay no more than the highest limit of

liability for this coverage available under any one policy.

#### UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If the "insured" incurs expenses for medical and funeral services that we deem to be unreasonable or unnecessary, we may refuse to pay for those expenses and contest them.

If the medical or funeral service provider sues the "insured" because we refuse to pay expenses for medical or funeral services that we deem to be unreasonable or unnecessary, we will choose the counsel, pay resulting defense costs, and pay any resulting judgment against the "insured" subject to the limit of liability for this coverage. We will also pay reasonable expenses, including loss of earnings up to \$200 per day, incurred at our request.

The "insured" may not sue us for expenses for medical or funeral services we deem to be unreasonable or unnecessary unless the "insured" paid the entire disputed amount to the medical or funeral service provider or the medical or funeral service provider has initiated collection activity against the "insured" for the unreasonable or unnecessary expenses.

#### OTHER INSURANCE

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

### PART C - UNINSURED MOTORISTS COVERAGE

#### INSURING AGREEMENT

- A.** If you pay the premium for this coverage, We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

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

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

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

1. You or any "family member".

2. Any other person "occupying" "your covered auto".
  3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.
- C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the accident.
  2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of

- the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run or miss-and-run vehicle whose operator or owner cannot be identified and which hits:
    - a. You or any "family member";
    - b. A vehicle which you or any "family member" are "occupying"; or
    - c. "Your covered auto".
  4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
    - a. Denies coverage; or
    - b. Is or becomes insolvent.

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

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

## **EXCLUSIONS**

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
  1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for his coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
  1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
  2. While "occupying" "your covered auto" when it is being used to carry persons or property for compensation or a fee or for retail wholesale delivery, including, but not limited to, pickup or delivery of magazines, newspapers, mail, food, or any other products. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.

3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
4. To any person while occupying "your covered auto" while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of "your covered auto" by you or a "family member".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  1. Workers' compensation law; or
  2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

## **LIMIT OF LIABILITY**

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

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

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

## **OTHER INSURANCE**

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

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

## **ARBITRATION**

### **A. If we and an "insured" do not agree:**

1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.  
Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:**
1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:**
1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Florida. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

## **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**

### **INSURING AGREEMENT**

**A.** If you pay the premium for this coverage, we will pay for sudden, direct and accidental loss to "your covered auto," or any "non-owned auto", including their "custom equipment", minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that vehicle.

If the Declarations indicate a zero glass deductible applies to a "your covered auto", we will pay for the cost of repairing or replacing damaged safety glass on that "your covered auto" without a deductible.

**2.** "Collision" only if the Declarations indicate that Collision Coverage is provided for that vehicle.

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

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

However, loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;

7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

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

**C. "Non-owned auto" means:**

1. Any private passenger auto, pickup, van, "trailer", or other vehicle of the same type shown in the Declarations which is not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member" listed by name as a driver in the Declarations; or
2. Any auto, "trailer", or other vehicle of the same type shown in the Declarations that you do not own while it is being used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

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

**E.** "Custom Equipment" means parts, equipment, devices, accessories, enhancements, and changes, other than those that are offered by the manufacturer specifically for that vehicle model, or that are installed by the vehicle dealership as part of the original sale of a new vehicle, that:

1. Are permanently installed or attached; and
2. Alter the appearance or performance of a vehicle.

**F.** "Mechanical Parts" means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. "Mechanical parts" do not include external crash parts, wheels, paint, or windshields and other glass.

## **TRANSPORTATION EXPENSES**

**A.** In addition, if you pay the premium for Other Than Collision Coverage we will pay, without application of a deductible, up to a maximum of \$900 for:

1. Reasonable temporary transportation expenses not exceeding \$30 per day incurred by you if "your covered auto" is stolen; and
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
  - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
  - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

A combined maximum of \$900, not exceeding \$30 per day, will apply to these additional benefits. The additional benefit for transportation expenses will not apply if you purchased Rental Reimbursement Coverage for the stolen "your covered auto".

**B.** Subject to the provisions of Paragraph A., if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
  - a. Beginning 8 hours after the theft is reported to us; and
  - b. Ending the earliest of:
    - (1) When "your covered auto" or the "non-owned auto" has been recovered and returned to you or its owner;
    - (2) When "your covered auto" or "non-owned auto" has been recovered and repaired;
    - (3) When "your covered auto" or "non-owned auto" has been replaced; or
    - (4) 72 hours after "we" make an offer to settle the loss if "your covered auto" or "non-owned auto" is deemed by us to be a total loss.
    - (5) When you incur the maximum limit shown in Transportation Expenses, Section A. shown above.

2. Other than theft of a "non-owned auto", we will pay only expenses beginning when the "non-owned auto" is withdrawn from use for more than 24 hours.

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

**C.** We must receive written proof of transportation expenses and loss of use damages.

## **INSURING AGREEMENT - ADDITIONAL CUSTOM EQUIPMENT COVERAGE**

If you pay the premium for this coverage, we will pay for sudden, direct, and accidental loss to "custom equipment" on "your covered auto". This coverage applies only if you have purchased both Other Than Collision and Collision Coverage for that "your covered auto" and the loss is covered under one of those coverages. This coverage applies in addition to any coverage automatically provided for "custom equipment" under Other Than Collision and Collision coverage.

## **INSURING AGREEMENT - RENTAL REIMBURSEMENT COVERAGE**

We will reimburse rental charges incurred when you rent an auto from a rental agency or auto repair shop due to a loss to "your covered auto" that has Rental Reimbursement Coverage under this policy. This coverage applies only if you have purchased both Collision and Other Than Collision Coverage for that "your covered auto" and the loss is covered under one of those coverages.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

The maximum we will pay is the limit shown in the Declarations not exceeding the per day limit for any day. If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply. Rental charges will be reimbursed beginning:

1. When "your covered auto" cannot be driven due to a loss; or
2. If "your covered auto" can be driven
  - a. When an auto repair shop is scheduled to begin repairs on "your covered auto"; or
  - b. When you deliver "your covered auto" to a location agreed to by us at a time no earlier than the time agreed to by us:

And ending the earliest of:

- (1) When "your covered auto" has been returned to you;
- (2) When "your covered auto" has been repaired;
- (3) When "your covered auto" has been replaced;
- (4) 72 hours after we make an offer to settle the loss if "your covered auto" is deemed by us to be a total loss; or
- (5) When you incur the maximum limit shown in the Declarations for Rental Reimbursement.

You must provide us written proof of your rental charges to be reimbursed.

## **EXCLUSIONS**

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used:
  - a. To carry persons or property for compensation or a fee; or
  - b. For retail or wholesale delivery including, but not limited to, pickup or delivery of magazines, newspapers, mail, food, or any other products.

This Exclusion (1) does not apply to a share-the-expense car pool.

2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

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

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.

4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks;
- c. Compact disk systems;
- d. Navigation systems;
- e. Internet access systems;
- f. Personal computers;
- g. Video entertainment systems;
- h. Telephones;
- i. Televisions;
- j. Two-way mobile radios;
- k. Scanners; or
- l. Citizens band radios.

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

5. Loss to:
  - a. tapes, records, disks or other media used with equipment described in Exclusion 4.; or
  - b. any personal effects.

6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

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

7. Loss to:

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

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

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, motor home or the facilities or equipment in or attached to the "trailer" or camper body, or motor home, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 14 days after you become the owner.

8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

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

10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs; or
- d. Custom murals, paintings or other decals or graphics.

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

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

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or

e. Parking;

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

12. Loss to "your covered auto" or any "non-owned auto":

- a. While participating in or competing in any prearranged or organized or spontaneous racing, speed, stunting, or demolition contest or activity or practicing or preparing for any such contest or activity; or
- b. While being driven on a permanent or temporary racetrack or racecourse.

13. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member";

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

14. Loss to "your covered auto" while it is leased or rented to others or given in exchange for compensation. This exclusion (14.) does not apply to the operation of "your covered auto" by you or any "family member" listed by name as a driver in the Declarations.

15. Loss to any vehicle caused by an intentional act committed by or at the direction of you, a "family member", or the owner of a "non-owned auto" even if the actual damage is different than that which was intended or expected.

16. Loss to any vehicle for "diminution in value".

17. Loss to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of you, a "family member", or the owner of a "non-owned auto". For purposes of this exclusion (17.), criminal acts or omissions do not include traffic violations.

#### LIMIT OF LIABILITY

- A. Our limit of liability for loss to "your covered auto", a "non-owned auto", or "custom equipment" will be the lesser of the:

1. Actual cash value of the stolen or damaged property at the time of the loss, reduced by its salvage value if you or the owner retain the salvage;
2. Amount necessary to replace the stolen or damaged property with other property of like kind and quality, reduced by its salvage value if you or the owner retain the salvage;
3. Amount necessary to repair the damaged property to its preloss condition; or

- 4.** Applicable limit of liability or Stated Amount elected by you and shown in the Declarations for that "your covered auto", reduced by its salvage value if you or the owner retain the salvage.

However, the most we will pay for loss to:

- 1.** Any "non-owned auto" which is a "trailer" is \$500.
- 2.** "Custom equipment" is \$1,000 unless you purchased Additional Custom Equipment Coverage ("ACE") by endorsement. If you purchased "ACE", the most we will pay is \$1,000 plus the amount of "ACE" you purchased.

- B.** Payments for loss to a "your covered auto", a "non-owned auto", or "custom equipment" are subject to the following provisions:

- 1.** If you have elected a Stated Amount for a "your covered auto", the Stated Amount is the most we will pay for all loss to that "your covered auto" including its "custom equipment".
- 2.** Coverage for "custom equipment" will not cause our limit of liability for loss to a vehicle under this Part D - Coverage For Damage To Your Auto to be increased to an amount in excess of the actual cash value of the vehicle, including its "custom equipment".
- 3.** If the "custom equipment" takes the place of parts or equipment that was included on the vehicle by the original vehicle manufacturer, no credit will be given for the value of the corresponding original part or equipment in the payment of the loss.
- 4.** In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by us:
  - a.** Will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by us; and
  - b.** Will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
    - (1)** Original manufacturer parts or equipment; and
    - (2)** Non-original manufacturer parts or equipment.
- 5.** To determine the amount necessary to repair or replace the damaged property as referred to in subsection A., the total cost of necessary repair or replacement may be reduced by unrepainted prior damage. Unrepainted prior damage

includes broken, cracked, or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepainted prior damage is the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.

- 6.** To determine the amount necessary to repair or replace the damaged property as referred to in subsection A., an adjustment may be made for betterment or depreciation and physical condition on:

- a.** batteries;
- b.** tires;
- c.** engines and transmissions, if the engine has greater than 80,000 miles; and
- d.** any other "mechanical parts" that are nonfunctioning or inoperative.

We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.

- 7.** The actual cash value is determined by the market value, age, and condition of the vehicle at the time the loss occurs.
- C.** Duplicate recovery for the same elements of damages is not permitted.

## PAYMENT OF LOSS

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

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

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

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

We may settle any loss with you or the owner or lien holder of the property.

## NO BENEFIT TO BAILEE

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

## OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide

with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

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

#### APPRAISAL

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

by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

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

#### INSPECTION

1. We have the right to inspect any:
  - a. Private passenger auto; or
  - b. Pickup or van;which you insure or intend to insure for Coverage For Damage To Your Auto under this policy. This right applies only to the extent authorized by Florida law or regulation.
2. We do not provide Coverage For Damage To Your Auto for any additional or replacement vehicle you acquire until after you:
  - a. Notify us; and
  - b. Request coverage for that vehicle.
3. When we require an inspection you must:
  - a. Cooperate; and
  - b. Make the vehicle available for inspection.

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#### PART E - DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate number of the vehicles involved.
- B. Any person qualifying as an insured under any coverage part of this policy must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This includes:
    - a. Securing and giving us evidence; and
    - b. Attending, and assisting in securing the attendance of witnesses at:
      - (1) Signed and recorded statements; and
      - (2) Sworn statements; and
      - (3) Examinations under oath, hearings and trials.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss, and claim related documents we may request.
  3. Submit, as often as we reasonably require to

physical exams by physicians we select. We will pay for these exams.

4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.If the person is deceased or unable to act, his or her legal representative shall authorize us to obtain all medical reports and records.
5. Submit a proof of loss when required by us.
6. Allow us to take signed and recorded statements, including sworn statements and examinations under oath, which we may conduct outside the presence of you, any other person claiming coverage or any other witness, answer all reasonable questions we may ask as often as we may reasonably require, and produce within a reasonable time all documents we may request. The statements may be in-person or over the telephone at our sole option. If the statement or examination under oath is in-person, we shall choose the location of the statement and no one except us and/or our representative and one person representing legal counsel that you have obtained shall have any right to:

- a. Attend or be present; or
  - b. Videotape, photograph or record by any means;
- Unless we consent.
- 7. Not voluntarily make any payment or assume any obligation to others.
- C. A person seeking Uninsured Motorists Coverage must also:
- 1. Promptly notify the police if a hit-and-run or miss-and-run driver is involved.
  - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
- 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
  - 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
  - 3. Permit us to inspect and appraise, by an appraiser of our choosing, the damaged property before its repair or disposal.
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## PART F - GENERAL PROVISIONS

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### BANKRUPTCY

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

### CHANGES

- A. This policy contract, your insurance application (which is made a part of this policy as if attached hereto), the Declarations, and all endorsements to this policy issued by us, contain all the agreements between you and us. Subject to Paragraphs **B.** and **C.**, the terms of this policy may not be changed or waived except by endorsement issued by us.
- B. The premium for this policy is based on information we received from you and other sources. You agree to cooperate with us in determining if this information is correct and complete, and to notify us if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, you agree that we may adjust your premium accordingly. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
- 1. The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles or an operator's marital status;
  - 3. The place of principal garaging of insured vehicles;
  - 4. Coverage, deductible or limits;
  - 5. Rating territory or discount eligibility.

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

- C. If we make a change which broadens coverage under this edition of your policy without additional

premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. A subsequent edition of your policy; or
  - 2. An Amendatory Endorsement.
- D. If you ask us to delete a vehicle from this policy, no coverage will apply to that vehicle as of the date and time you ask us to delete it.

### DUTY TO REPORT CHANGES

You must promptly notify us when:

- 1. Your mailing or residence address changes;
- 2. The principal garaging address for a "your covered auto" shown in the Declarations changes;
- 3. There is a change with respect to the residents in your household or the persons who regularly operate a "your covered auto";
- 4. An operator's marital status changes;
- 5. You or a "family member" obtain a driver's license or operator's permit; or
- 6. You acquire an additional or replacement vehicle.

### TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform to the legal requirement of the State in which it was issued, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverage provided or the provisions of this policy shall be governed by the law of the State in which it was issued.

## FRAUD OR MISREPRESENTATION

Fraud or misrepresentation means representation of information to us on your application for insurance, during the policy period, or in connection with the presentation or settlement of a claim that is known by you or an insured, to be false or misleading and affects either the eligibility for coverage and/or premium that is charged. This also includes concealment of such information relevant to your application for insurance, the maintenance of coverage, or the presentation or settlement of a claim once the policy is in force.

This policy was issued in reliance upon the information provided on your insurance application. Material information provided on your insurance application includes, but is not limited to, information regarding license and driving history of you, "family members", and all persons of driving age residing in your household; the description of the vehicles to be insured; the location of the principal place of garaging; and your place of residence. Not notwithstanding anything to the contrary in this policy or in the Declarations, we may void or disclaim coverage for a presented loss, this policy at any time, including after the occurrence of an accident or loss, if you:

1. made incorrect statements or representations to us with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

with the intent to deceive at the time of application. This means that we will not be liable for any claims or damages that would otherwise be covered.

However, this shall not affect coverage under Part **A** – Liability Coverage of this policy up to the minimum limits required by the financial responsibility law of the State in which this policy was issued for an accident that occurs before we notify you that the policy is void. If we void this policy, you must reimburse us if we make a payment.

If we void this policy, it will be void from its inception (void ab initio), as if the policy never took effect.

## LEGAL ACTION AGAINST US

**A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy.

1. In addition, under Part **A**, no legal action may be brought against us until:
  - a. We agree in writing that the "insured" has an obligation to pay; or
  - b. The amount of that obligation has been finally determined by judgment after trial.

2. In addition, under Part **C**, any legal action against us must be brought within three (3) years after the date of accident. However, this does not apply to an "insured" if within three (3) years of the date of accident we or the insured have made a written demand for arbitration in accordance with the provisions of Part **C**.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. We have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding

## OUR RIGHT TO RECOVER PAYMENT

**A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

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

**B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

If we are not reimbursed, we may pursue recovery of that amount directly against that person.

**C.** If an insured person recovers from another without our written consent, the insured person's rights to payment under any affected coverage will no longer exist.

**D.** If we elect to exercise our rights of recovery against another, we will also attempt to recover any deductible incurred by an insured person under this policy unless we are specifically instructed by that person not to pursue the deductible. We have no obligation to pursue recovery against another for any loss not covered by this policy.

**E.** We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. We reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of our payment and the deductible, we will reduce reimbursement of the

deductible by the proportion that the actual recovery bears to the total of our payment and the deductible. We will not reduce your share of the recovery by any attorney fees or collection expenses we incur.

These provisions will be applied in accordance with state law.

## JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

## 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;
2. Puerto Rico; or
3. Canada.

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

## PAYMENT OF PREMIUM AND FEES

If your initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to us by the financial institution. Notwithstanding anything to the contrary in this policy or in the Declarations, if the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at our option, be deemed void from its inception (void ab initio), as if the policy never took effect. This means we will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by us to present the remittance for payment more than once shall not affect our right to void this policy.

In addition to premium, fees may be charged on your policy. We may charge fees for installment payments, late payments, and other transactions. Payments made on your policy will be applied first to fees, then to premium due.

## Termination

### A. Cancellation

This policy may be cancelled 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 advance written notice of the date cancellation is to take effect.
2. The named insured:
  - a. May not cancel this policy, if this policy provides Personal Injury Protection, or property damage Liability Coverage, or both during the first 60 days immediately following the effective date of the policy or renewal unless:
    - (1) "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
    - (2) The named insured transfers ownership of "your covered auto"; or
    - (3) The named insured obtains other insurance on "your covered auto"; or
    - (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.
  - b. May cancel for any reason after this policy is in effect for 60 days.
3. During the first 60 days of **your** original policy **we** may cancel for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.  
If **your** original policy has been in effect for 60 days or less, **we** may also cancel for reasons other than non-payment of premium.
4. After this policy is in effect for 60 days, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred during:
    - (1) The policy period; or
    - (2) The 180 days immediately preceding the original effective date of the policy; or
  - c. If the policy was obtained through material misrepresentation or fraud.
5. Except as provided in Paragraph 6., we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to

- the named insured shown in the Declarations at the address shown in the policy:
- a. At least 10 days' notice if cancellation is for nonpayment of premium; or
  - b. At least 45 days' notice in all other cases.
6. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:
- a. Pay the additional premium and maintain this policy in full force under its original terms; or
  - b. Cancel this policy and demand a refund of any unearned premium;
- then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

#### **B. Nonrenewal**

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

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

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

1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
  - a. Two such traffic violations within an 18-month period;
  - b. Three or more such traffic violations within a 36-month period; or

- c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current three-year period.

#### **C. Automatic Termination**

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

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

#### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund as follows:
  - a. If this policy is cancelled by us, we will send you the refund within 15 days after the effective date of cancellation.
  - b. If this policy is cancelled by you, we will send you the refund within 30 days after the later of the:
    - (1) Effective date of cancellation; or
    - (2) Receipt of notice or request for cancellation.
3. The premium refund, if any, will be determined as follows:
  - a. If we cancel, we will refund the pro rata unearned premium.
  - b. If you cancel, and:
    - (1) You are a servicemember as defined in FLA. STAT. ANN. § 250.01 who cancels because he or she is called to active duty or is transferred by the United States Armed Forces to a location where the insurance is not required, we will refund the pro rata unearned premium.
    - (2) You are not such a servicemember, we will refund a minimum of 90% of the pro rata unearned premium.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### E. Mediation

In any first party claim filed with us for:

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

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

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

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

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

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

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

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

#### F. Notification Regarding Access

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

#### TRANSFER OF YOUR INTEREST IN THIS POLICY

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

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

B. Coverage will only be provided until the end of the policy period or the termination of the Legal Representative's responsibility, whichever occurs first.

#### TWO OR MORE VEHICLE 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.

**PP 00 01 01 05**

**PP 01 84 12 12**

**PP 13 01 12 99**

**PP 03 01 08 86**

 **MAPFRE | INSURANCE<sup>SM</sup>**

*Robert E. McKenna*

**Senior Vice President and Treasurer**

POLICY NUMBER: 5201070003676

NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015

PRODUCER CODE: 79499

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ACCIDENT FORGIVENESS

As a benefit of your MAPFRE INSURANCE COMPANY OF FLORIDA (MAPFRE FL) policy, we will not increase your premium for the first at-fault accident occurring after policy inception if:

- You have maintained coverage with MAPFRE FL for at least four years, free of any at-fault accidents during that time; and
- The driver is listed and rated on the policy when the accident occurs.

This benefit also applies to future at-fault accidents if at least four years elapse between at-fault accidents.

### Opportunity for Additional Benefits:

#### Peace of Mind Package

For an added premium, the MAPFRE FL **Peace of Mind Package** provides predictability of what will (and won't) happen during the ownership of your policy. Enjoy extra money-saving features in addition to the excellent coverage and service MAPFRE FL provides. Please contact your agent for information on pricing and to add this benefit to your policy.

#### Peace of Mind Package Benefits

- **Deductible Credit** - Your Collision and Other Than Collision deductibles are reduced through deductible credits. Deductible credits are earned in \$100 increments for each consecutive, twelve-month period that your policy remains claims free with a maximum credit of \$500 or until the deductible is reduced to \$0.
- **Immediate Accident Forgiveness** - The Accident Forgiveness benefit described above begins immediately. There is no four year waiting period. And, future waivers are granted after only three years with no at-fault accidents.



POLICY NUMBER: 5201070003676

NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## EMERGENCY ROAD ASSISTANCE COVERAGE

- A. If a premium is shown on the Policy Declarations for Emergency Road Assistance Coverage, "we" will pay for services for "your covered auto" up to the limit per occurrence shown in the Declarations without any additional payments. You are responsible for any non-covered expenses.
- B. With respect to coverage provided by this Emergency Road Assistance Coverage, the definition of "Your covered auto" is replaced by the following:
  - 1. Any private passenger auto, pickup, or van shown in the Declarations.
  - 2. A "newly acquired auto".
  - 3. Any "trailer" you own.
  - 4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.
- C. **The following are Covered Emergencies:**
  - 1. Towing Assistance - When towing is necessary, "your covered auto" will be towed to the nearest qualified service facility or to any location requested;
  - 2. Battery Service - If a battery failure occurs, a jump-start will be applied to start "your covered auto;"
  - 3. Flat Tire Assistance - Service consists of the removal of the flat tire and its replacement with the spare tire located with "your covered auto;"
  - 4. Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel, oil, fluid and water will be delivered if "your covered auto" is in immediate need. You must pay for the fuel or other fluid when it is delivered;
  - 5. Lock-out Assistance - If your keys are locked inside of "your covered auto," the service will

- provide for assistance in gaining entry to "your covered auto."
- 6. Collision Assistance - If "your covered auto" is involved in a collision, towing assistance will be provided when needed to direct "your covered auto" to the nearest qualified repair facility or to any location requested;
- 7. Driver's Valet - If "your covered auto" is disabled and alternate transportation is needed, you will be provided assistance in obtaining a rental vehicle from a premier national rental car company. You will take advantage of the rental company's preferred partner customer service and rental rate schedule. However, we do not cover the actual rental car company rental fees.

### Terms and Conditions

- A. Your coverage continues until expiration or cancellation of the insurance policy.
  - B. All 24-Hour Emergency Road Assistance services are provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at 7300 Corporate Center Drive, 6th Floor, Miami, Florida 33126.
  - C. Coverage is specific for "your covered auto" only and service will be provided for any driver of "your covered auto."
  - D. **Emergency Road Assistance** is available throughout the United States and Canada 24 hours a day, every day of the year. Just call 1-888-9-MAPFRE (1-888-962-7373) and a service vehicle will be dispatched to your assistance.
- Important:** Please be with "your covered auto" when the service provider arrives, unless it is unsafe to stay with "your covered auto," as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions described.

**Note: Assistance obtained through any other source is not covered and is not reimbursable. You must contact the 24-hour, toll-free number to have an**

authorized network service provider dispatched to your assistance. In the event that a Covered Emergency service is not obtainable through your insurance program, you will receive an authorization number and, upon your written request, you will receive a refund of payments made according to your program benefit and coverage limits for services secured independently.

## **EXCLUSIONS**

The following items are not included as part of the Emergency Road Assistance Coverage benefit:

1. Cost of parts, replacement keys, fluids, lubricants, fuel, installation of products, materials or additional labor relating to towing;
2. Winching/Extrication;
3. Any service available through a valid manufacturer's warranty or service;
4. Non-emergency mounting or removing of snow tires or chains; shoveling snow from around a vehicle;
5. Tire repair;
6. Motorcycles or Golf Carts;
7. Taxicabs, limousines, or other commercial vehicles;
8. Trucks or Trailers over 14,000 Gross Vehicle Weight;
9. Any "your covered auto" used for delivery or transportation of goods and materials unless such use is incidental to your business of installing, maintaining or repairing furnishings or equipment, or for farming or ranching;
10. Motor homes;
11. Vehicles more than 20 years old;
12. Any and all taxes and fines;
13. Service as a result of Acts of God including floods, hurricanes, tornadoes, etc.
14. Towing from or repair work performed at a service station, garage or repair shop;
15. Towing by other than a licensed service station or garage; vehicle storage charges; a subsequent tow for the same disablement;
16. Service on a vehicle that is not in a safe condition to be towed or serviced, or that may result in damage to the vehicle if towed or serviced;
17. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc;
18. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law;
19. Repeated service calls for a "your covered auto" in need of routine maintenance or repair. Only one disablement for the same cause during any seven day period will be accepted; or
20. Emergency Road Service secured through any source other than this program without prior authorization from Road America Motor Club. THIS IS NOT A ROAD ASSISTANCE REIMBURSEMENT SERVICE.

Insurance Provided By:  
MAPFRE Insurance Company of Florida

PERSONAL AUTO  
FL PA EM 2801 (12/13)

POLICY NUMBER: 5201070003676  
NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

## UNINSURED MOTORISTS INSURANCE (COVERAGE UM) FLORIDA SELECTION/REJECTION FORM

**"YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM, PLEASE READ CAREFULLY". (Statement required by Section 627.727 of the Florida Statutes)**

### PART A

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

FLORIDA LAW REQUIRES THAT AUTOMOBILE LIABILITY POLICIES INCLUDE UNINSURED MOTORIST COVERAGE AT LIMITS EQUAL TO THE BODILY INJURY LIABILITY LIMITS IN YOUR POLICY UNLESS YOU SELECT A LOWER LIMIT OFFERED BY THE COMPANY, OR REJECT UNINSURED MOTORIST COVERAGE ENTIRELY.

PLEASE INDICATE WHETHER YOU WANT LIMITS EQUAL TO YOUR BODILY INJURY LIMITS, LIMITS WHICH ARE LOWER THAN YOUR BODILY INJURY LIMITS, OR TO REJECT UNINSURED MOTORIST COVERAGE ENTIRELY BY CHECKING THE APPROPRIATE BOX. IF YOU DO NOT CHECK A BOX, WE WILL PLACE COVERAGE EQUAL TO YOUR BODILY INJURY LIMITS ON YOUR POLICY.

- A. I HEREBY SELECT UNINSURED MOTORIST COVERAGE LIMITS EQUAL TO MY BODILY INJURY LIMITS.
- B. I HEREBY SELECT UNINSURED MOTORIST COVERAGE LIMITS OF \$25,000 PER PERSON/ \$50,000 PER ACCIDENT WHICH ARE LOWER THAN MY BODILY INJURY LIABILITY LIMITS.
- C. I HEREBY REJECT UNINSURED MOTORIST COVERAGE. BY SELECTING THIS OPTION, I CAN DISREGARD THE FIRST PARAGRAPH ON THIS FORM.

I UNDERSTAND AND AGREE THAT MY SELECTION ABOVE APPLIES TO MY LIABILITY INSURANCE POLICY AND FUTURE RENEWALS OR REPLACEMENTS OF SUCH POLICY. IF I DECIDE TO SELECT ANOTHER OPTION AT SOME FUTURE TIME, I MUST LET THE COMPANY OR MY AGENT KNOW IN WRITING.

SIGNATURE ON FILE

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### PART B

(DO NOT COMPLETE THIS SECTION IF YOUR POLICY COVERS ONLY ONE VEHICLE OR IF YOU HAVE REJECTED UNINSURED MOTORIST COVERAGE IN PART A.)

YOU HAVE THE OPTION TO PURCHASE, AT A REDUCED RATE, NON-STACKED (LIMITED) TYPE OF UNINSURED MOTORIST COVERAGE. UNDER THIS FORM, IF AN INJURY OCCURS IN A VEHICLE OWNED OR LEASED BY YOU

OR ANY FAMILY MEMBER WHO RESIDES WITH YOU, THIS POLICY WILL APPLY ONLY TO THE EXTENT OF COVERAGE (IF ANY) WHICH APPLIES TO THAT VEHICLE IN THIS POLICY. IF AN INJURY OCCURS WHILE OCCUPYING SOMEONE ELSE'S VEHICLE, OR YOU ARE STRUCK AS A PEDESTRIAN, YOU ARE ENTITLED TO SELECT THE HIGHEST LIMITS OF UNINSURED MOTORIST COVERAGE AVAILABLE ON ANY ONE VEHICLE FOR WHICH YOU ARE A NAMED INSURED, INSURED FAMILY MEMBER, OR INSURED RESIDENT OF THE NAMED INSURED'S HOUSEHOLD. THIS POLICY WILL NOT APPLY IF YOU SELECT THE COVERAGE AVAILABLE UNDER ANY OTHER POLICY ISSUED TO YOU OR THE POLICY OF ANY OTHER FAMILY MEMBER WHO RESIDES WITH YOU.

IF YOU DO NOT ELECT TO PURCHASE THE NON-STACKED FORM, YOUR POLICY LIMIT(S) FOR EACH MOTOR VEHICLE ARE ADDED TOGETHER (STACKED) FOR ALL COVERED INJURIES. THUS, YOUR POLICY LIMITS WOULD AUTOMATICALLY CHANGE DURING THE POLICY TERM IF YOU INCREASE OR DECREASE THE NUMBER OF AUTOS COVERED UNDER THE POLICY.

[ X ] I HEREBY ELECT THE NON-STACKED FORM OF UNINSURED MOTORIST COVERAGE

I UNDERSTAND AND AGREE THAT MY SELECTION ABOVE APPLIES TO MY LIABILITY INSURANCE POLICY AND FUTURE RENEWALS OR REPLACEMENTS OF SUCH POLICY. IF I DECIDE TO SELECT ANOTHER OPTION AT SOME FUTURE TIME, I MUST LET THE COMPANY OR MY AGENT KNOW IN WRITING.

SIGNATURE ON FILE

POLICY NUMBER: 5201070003676

NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UNINSURED MOTORISTS COVERAGE – FLORIDA (NON-STACKED)**

### **I. Part C – Uninsured Motorists Coverage**

Part C is replaced by the following:

#### **INSURING AGREEMENT**

A. If you pay the premium for this coverage, we will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

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

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

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

1. You or any "family member".
2. Any other person "occupying" "your covered auto" with your permission.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
  - a. You or any "family member";

- b. A vehicle which you or any "family member" are "occupying"; or
- c. "Your covered auto".

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

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

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

1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which Part A of the policy applies and liability coverage is excluded for any person other than you or any "family member" for damages sustained in the accident by you or any "family member".
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

#### **EXCLUSIONS**

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying" any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying" any motor vehicle you own which is insured for this

- coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment. However, this Exclusion (**B.1.**) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".
  2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**B.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
  4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
    - a. Significant and permanent loss of an important bodily function;
    - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
    - c. Significant and permanent scarring or disfigurement; or
    - d. Death.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

#### LIMIT OF LIABILITY

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

1. The highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to any of "your covered autos" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in that accident; and
2. Subject to this limit for each person, the highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each accident applicable to any of "your covered autos" is our maximum limit of liability for all damages for "bodily injury" resulting from that accident.

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

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

- F. With respect to coverage under Paragraph 2. of the definition of "uninsured motor vehicle", we will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "uninsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

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

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is

similar to the insurance provided under this Part of the policy:

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

## ARBITRATION

### A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

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

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

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

- B. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two

arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- C. Each party will:
  1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
  1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of damages.

## FLORIDA ARBITRATION CODE

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

## ADDITIONAL DUTY

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

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

## II. Part F – General Provisions

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

### OUR RIGHT TO RECOVER PAYMENT

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

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

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

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

**ISO: PP 04 42 01 08**





Insurance Provided By:  
MAPFRE Insurance Company of Florida

PERSONAL AUTO  
FL PA EM 3300 (12/13)

POLICY NUMBER: 5201070003676  
NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

## PERSONAL INJURY PROTECTION (PIP) OPTIONS

TO OUR FLORIDA POLICYHOLDERS:

I UNDERSTAND THAT I MAY PURCHASE THE NO-FAULT PERSONAL INJURY PROTECTION WITH ANY OF THE DEDUCTIBLES INDICATED BELOW INSTEAD OF FULL NO-FAULT PERSONAL INJURY PROTECTION COVERAGE REQUIRED BY THE MOTOR VEHICLE NO-FAULT LAW, AND I WILL RECEIVE A REDUCTION IN PREMIUM. I FURTHER UNDERSTAND THAT IN ACCORDANCE WITH SECTION 627.739 OF "FLORIDA MOTOR VEHICLE NO-FAULT LAW" MY ELECTION OF A DEDUCTIBLE MAY AFFECT MY RIGHTS AND THE RIGHTS OF OTHERS INSURED UNDER MY POLICY TO MAKE CLAIM OR TO RECOVER AGAINST OTHER PERSONS WHO MIGHT OTHERWISE BE RESPONSIBLE FOR LOSSES SUBJECT TO DEDUCTIBLE.

DEDUCTIBLE OPTION: [X] \$0    [ ] \$250    [ ] \$500    [ ] \$1,000

IF YOU SELECTED A DEDUCTIBLE AMOUNT OTHER THAN \$0, INDICATE TO WHOM THE DEDUCTIBLE APPLIES

[ ] NAMED INSURED

[ ] NAMED INSURED, DEPENDENT RESIDENT RELATIVES

I WOULD LIKE TO EXCLUDE COVERAGE FOR WORK LOSS: [ ] YES    [X] NO

IF YOU ELECTED TO EXCLUDE WORK LOSS COVERAGE, THAT ELECTION APPLIES TO:

[ ] NAMED INSURED

[ ] NAMED INSURED, DEPENDENT RELATIVES

SIGNATURE ON FILE

(IF TWO PERSONS NAMED, BOTH SIGNATURES ARE REQUIRED)



POLICY NUMBER: 5201070003676

NAMED INSURED: PAULA GARCES SUAREZ  
REGIS SUAREZ

EFFECTIVE DATE: 08/28/2015  
PRODUCER CODE: 79499

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PERSONAL INJURY PROTECTION COVERAGE – FLORIDA

Personal Injury Protection Benefits	Limit Of Liability
<b>Accidental Death</b>	<b>\$ 5, 000</b>
<b>Total Limit For All Medical Expenses, Work Loss And Replacement Services</b>	<b>\$ 10,000</b>

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

### I. Definitions

For the purposes of this endorsement, the **Definitions** section is amended as follows:

- A. A "motor vehicle" shall be deemed to be owned by a person if that person:
  - 1. Holds the legal title to such vehicle.
  - 2. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
  - 3. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
    - a. Has an option to purchase; and
    - b. Is for a period of at least six months.
  - 4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
    - a. Does not have an option to purchase;
    - b. Is for a period of at least six months; and
    - c. Requires the lessee to secure insurance.

#### B. The following definitions are replaced:

- 1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is usually a resident of the "named insured's" household. This includes a ward or foster child.
- 2. "Occupying" means:
  - a. In or upon;
  - b. Entering into; or
  - c. Alighting from.
- 3. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for

which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:

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

#### C. The following definitions are added:

- 1. "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 "insured's" health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ or part.
- 2. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
  - a. In accordance with the generally accepted standards of medical practice;
  - 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.
- 3. "Motor vehicle" means:
  - a. Any self-propelled vehicle with four or more wheels which is:

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

## **II. Personal Injury Protection Coverage**

### **INSURING AGREEMENT**

- A. We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the ownership, maintenance or use of a "motor vehicle".
- B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

#### **1. Medical Expenses**

If an "insured" receives initial services and care within 14 days after the "motor vehicle" accident, 80% of reasonable expenses for "medically necessary":

- a. Medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and
  - b. Prosthetic devices.
- However, medical expenses do not include massage or acupuncture regardless of the person, entity, or licensee providing the massage or acupuncture.
- Medical expenses shall only be reimbursed for:
- a. Initial services and care that are:
    - (1) Lawfully provided, supervised, ordered, or prescribed by a licensed physician, dentist, or chiropractic physician;
    - (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
    - (3) Provided by a person or entity licensed to provide emergency transportation and treatment; as authorized by the Florida Motor Vehicle No-Fault Law.
  - b. Follow-up services and care referred by a licensed health care provider described in Paragraphs a.(1), (2) and (3) consistent with the underlying medical diagnosis rendered pursuant to Paragraph B.1., if provided, supervised, ordered or prescribed only by a licensed:
    - (1) Physician, osteopathic physician, chiropractic physician, or dentist; or
    - (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist; as authorized under the Florida Motor Vehicle No-Fault Law.
- Follow-up services and care may also be provided by:
- (3) A licensed hospital or ambulatory surgical center;
  - (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
  - (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

- (6) A licensed physical therapist, based upon a referral by a provider described in Paragraph B.1.; or
  - (7) A health care clinic licensed under the Florida Health Care Clinic Act:
    - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc.; or
    - (b) Which:
      - (i) Has a licensed medical director;
      - (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:
        - i. General medicine;
        - ii. Radiography;
        - iii. Orthopedic medicine;
        - iv. Physical medicine;
        - v. Physical therapy;
        - vi. Physical rehabilitation;
        - vii. Prescribing or dispensing outpatient prescription medication; or
        - viii. Laboratory services;

as authorized under the Florida Motor Vehicle No-Fault Law.
  - c. MAPFRE shall limit reimbursement of Medical Expenses under this Part to 80 percent of the following schedule of maximum charges:
- (1) For emergency transport and treatment by providers licensed under Florida Law Chapter 401, 200 percent of Medicare.
  - (2) For emergency services and care provided by a hospital licensed under Florida Law Chapter 395, 75 percent of the hospital's usual and customary charges.
  - (3) For emergency services and care as defined by Florida Law Chapter 395 provided in a facility licensed under Florida Law 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.
- (4) For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
  - (5) For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
  - (6) For all other medical services, supplies, and care, 200 percent of the allowable amount under:
    - (i) The participating physicians fee schedule of Medicare Part B, except as provided in sub-sub-subparagraphs (II) and (III).
    - (ii) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
    - (iii) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-subparagraph, the insurer may limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Florida Law Chapter 440.13 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 is not required to be reimbursed by the insurer.
  - d. For the purposes of this Part, 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 may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

## 2. Work Loss

With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured's" death.

## 3. Replacement Services

With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury".

## 4. Accidental Death

A death benefit.

## EXCLUSIONS

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

- a. Owned by the "named insured"; and
  - b. Not a "your covered auto" under this policy.
- 2. Any "pedestrian", other than the "named insured" or any "family member" who is not a legal resident of Florida.

## LIMIT OF LIABILITY

A. The Limits Of Liability shown in the Declarations for Personal Injury Protection Coverage benefits are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:

- 1. "Insureds";
- 2. Policies or bonds applicable;
- 3. Vehicles involved; or
- 4. Claims made.

The Limits Of Liability for personal injury protection benefits shown in the Declarations are the aggregate limits for personal injury protection benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy.

B. Subject to Paragraph A., with respect to the total Limit of Liability for medical expenses, work loss and replacement services, we will pay:

- 1. Up to \$10,000 for medical expenses, only if a licensed physician, dentist, physician assistant or advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-Fault Law, has determined that the "insured" had an "emergency medical condition"; or
- 2. Up to \$2,500 for medical expenses, only if any licensed health care provider authorized by the Florida Motor Vehicle No-Fault Law described in Paragraph B.1. of the Insuring Agreement has determined that the "insured" did not have an "emergency medical condition".
- C. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.
- D. The amount of any deductible shown in the Declarations shall be deducted from the total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation for each "insured" to whom the deductible applies.  
Accidental death is not subject to a deductible.
- E. Any amounts payable under this coverage for medical expenses may be limited by the schedule of maximum charges for services, supplies and care as prescribed by the Florida Motor Vehicle No-Fault Law.

## OTHER INSURANCE

A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an "insured" receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses of processing the claim.

B. If an "insured" sustains "bodily injury" while:

1. "Occupying"; or
2. Struck by a "motor vehicle" rented or leased under a rental or lease agreement;

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

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

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

## III. Part E – Duties After An Accident Or Loss

For the purposes of this endorsement, the following is added to Part E:

### Duties After An Accident Or Loss

A. A person seeking Personal Injury Protection Coverage must:

1. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.
2. Promptly forward to us a copy of the:
  - a. Summons and complaint; or
  - b. Other process;served in connection with any legal action that person takes against a third party to recover damages for "bodily injury".
3. Promptly give us written proof of claim, under oath if required. Such proof shall include:
  - a. Full details of the nature and extent of the injuries and treatment received and contemplated; and
  - b. Any other information which may assist us in determining the amount due and payable.
4. Submit to 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 the provisions of Paragraphs A.1., 2., 3. and 4. above is a condition precedent to receiving benefits.

B. A person seeking Personal Injury Protection Coverage must also submit as often as we reasonably require to mental or physical exams. We will:

1. Pay for these exams; and
2. Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to, or fails to appear at, an exam, we will not be liable for subsequent personal injury protection benefits. A person's refusal to submit to or failure to appear at two exams raises a rebuttable presumption that such person's refusal or failure was unreasonable.

## IV. Part F – General Provisions

Part F is amended as follows:

A. For the purposes of this endorsement, the following is added to **Fraud** Provision:

### Fraud

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

Any insurance fraud voids all Personal Injury Protection Coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid before the discovery of the fraud is recoverable from that "insured".

B. For the purposes of this endorsement, the following is added to **Legal Action Against Us** Provision:

### Legal Action Against Us

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

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

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

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

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

#### **Policy Period And Territory**

- B. The policy territory is:

1. Florida.
  2. The United States of America, its territories or possessions or Canada.
- This Provision (**B.2.**) applies only to:
- a. The "named insured" or any "family member" while "occupying" "your covered auto"; or
  - b. The "named insured" while "occupying" a "motor vehicle":
    - (1) Owned by any "family member"; and
    - (2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law.

- D. For the purposes of this endorsement, the following is added to **Our Right To Recover Payment** Provision:

#### **Our Right To Recover Payment**

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

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

However, our right of reimbursement under Paragraph **B.** does not apply to the owner or registrant of a "motor vehicle" used as a taxicab.

- E. The following provisions are added:

#### **Payment Of Benefits**

- 1. Benefits payable under this coverage may be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the provisions of the Florida Motor Vehicle No-Fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed, we shall notify the "insured", in writing, within 30 days after submission of the claim that such claim is being investigated for suspected fraud.

We shall, no later than 90 days from the submission of the claim, either:

- a. Deny the claim; or
  - b. Pay the claim;
- in accordance with the Florida Motor Vehicle No-Fault Law.

- 2. We may, at our option, pay any medical expense benefits to the:

- a. "Insured"; or
- b. Person or organization providing services or supplies for such benefits.

However, we will not pay:

- a. A claim or charges for such benefits made by a:
  - (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
  - (2) Person making the claim on behalf of such broker.

- b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:
  - (1) But is not so licensed; or
  - (2) That is otherwise operating in violation of the Florida Health Care Clinic Act.

- c. A claim or charges for such benefits:

- (1) For any service or treatment that was not lawful at the time rendered;
- (2) To any person who knowingly submits a false or misleading statement relating to the claim or charges;
- (3) With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION 627.736(5)(d);
- (4) For any service or treatment that is:
  - (a) Upcoded; or
  - (b) That is unbundled when such treatment or service should be bundled;
 

in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;
- (5) For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
  - (a) Are actually rendered by the physician or are incident to the physician's professional services; and
  - (b) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.
- d. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.
- e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:
  - (1) Motor vehicle tort claims; or
  - (2) Claims for personal injury protection benefits.
- f. A claim generated as a result of unlawful activity pursuant to FLA. STAT. SECTION 817.505.
- 3. If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the

person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

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

#### **Modification Of Policy Coverages**

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

#### **Provisional Premium**

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

- b. The amount of any return premium previously credited or refunded.

#### **Right To Information**

- 1. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection Coverage have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection Coverage have been reached.

- 2. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

**PP 05 54 07 13**

**FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
MAPFRE INSURANCE COMPANY OF FLORIDA**

POLICY NUMBER / FLORIDA CODE NO:

5201070003676 / 01984

EFFECTIVE DATE:

08/28/2015

PERSONAL INJURY  
PROTECTION BENEFITS /  
PROPERTY DAMAGE LIABILITY

BODILY INJURY  
LIABILITY

NAMED INSURED:

PAULA GARCES SUAREZ REGIS SUAREZ  
2811 12TH ST W LEHIGH ACRES, FL 33971

VEHICLE (YEAR, MAKE & VIN):

2007 HONDA PILOT EXL 5FNYF18567B013175

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

**FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
MAPFRE INSURANCE COMPANY OF FLORIDA**

POLICY NUMBER / FLORIDA CODE NO:

5201070003676 / 01984

EFFECTIVE DATE:

08/28/2015

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PROTECTION BENEFITS /  
PROPERTY DAMAGE LIABILITY

BODILY INJURY  
LIABILITY

NAMED INSURED:

PAULA GARCES SUAREZ REGIS SUAREZ  
2811 12TH ST W LEHIGH ACRES, FL 33971

VEHICLE (YEAR, MAKE & VIN):

2004 MAZDA MPV WAGON JM3LW28J940516410

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

**FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
MAPFRE INSURANCE COMPANY OF FLORIDA**

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® MAPFRE | INSURANCE™

 **MAPFRE INSURANCE™**

11 GORE ROAD, PO BOX 709104, WEBSTER, MA 01570

**THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND**

A person is required to possess evidence of financial responsibility within the motor vehicle. The card meets the requirement and is satisfactory evidence if the person is asked by the Department of Transportation to verify financial responsibility on the motor vehicle. Rental car coverage is provided; see outline of coverage.

**WHAT TO DO IN CASE OF AN ACCIDENT**

1. Attend to the safety of yourself and others.
2. Call the police.
3. Obtain information on other parties.
4. Exchange insurance company and policy numbers only.
5. Please report accidents as soon as reasonably possible by calling our toll-free hotline at 1-877-MAPFRE1, 24 hours a day, seven days a week.

**Misrepresentation of insurance is a first degree misdemeanor**

 **MAPFRE INSURANCE™**

11 GORE ROAD, PO BOX 709104, WEBSTER, MA 01570

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**MAPFRE INSURANCE™**

# **EXHIBIT B**

Prepared for MAPFRE INSURANCE

 REPORT SUMMARY CLAIM INFORMATION

Owner	Surez, Paula Andrea Lehigh Acres, FL 33971
Loss Vehicle	2004 Mazda MPV LX
Loss Incident Date	03/06/2017
Claim Reported	03/10/2017

The CCC ONE® Market Valuation Summary reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by MAPFRE INSURANCE.

Loss vehicle has 37% greater than average mileage of 171,800.

 INSURANCE INFORMATION

Report Reference Number	83981991
Claim Reference	52010717000501-6f290gd
Adjuster	Andrzejewski, Robin
Appraiser	Deloughary, Bernie
Odometer	235,690
Last Updated	03/10/2017 03:54 PM

 VALUATION SUMMARY

<b>Base Vehicle Value</b>	<b>\$ 1,314.00</b>
<b>Adjusted Vehicle Value</b>	<b>\$ 1,314.00</b>
Vehicular Tax (6%)	+ \$ 78.84
Tax reflects applicable state, county and municipal taxes.	
<b>Total</b>	<b>\$ 1,392.84</b>

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

**BASE VEHICLE VALUE**

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

**ADJUSTED VEHICLE VALUE**

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

**Inside the Report**

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7

## VALUATION METHODOLOGY

### How was the valuation determined?



#### CLAIM INSPECTION

MAPFRE INSURANCE has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



#### DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.



#### SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



#### CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

 VEHICLE INFORMATION**VEHICLE DETAILS**

Location	LEHIGH ACRES, FL 33971
VIN	JM3LW28J940516410
Year	2004
Make	Mazda
Model	MPV
Trim	LX
Body Type	Van
Engine -	
Cylinders	6
Displacement	3.0L
Fuel Type	Gasoline
Carburation	MPFI
Transmission	Automatic Transmission Overdrive
Curb Weight	3029 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss vehicle that may impact the value.

 VEHICLE INFORMATION

## VEHICLE EQUIPMENT

Odometer	235,690	
Transmission	Automatic Transmission	✓
	Overdrive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Trunk/Gate Release	☐
Decor/Convenience	Air Conditioning	✓
	Dual Air Conditioning	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Keyless Entry	✓
Seating	Cloth Seats	✓
	Bucket Seats	☐
	Reclining/Lounge Seats	✓
	3rd Row Seat	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	✓
	Steering Wheel Touch Controls	✓
Wheels	Aluminum/Alloy Wheels	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓

To the left is the equipment of the loss vehicle that MAPFRE INSURANCE provided to CCC.

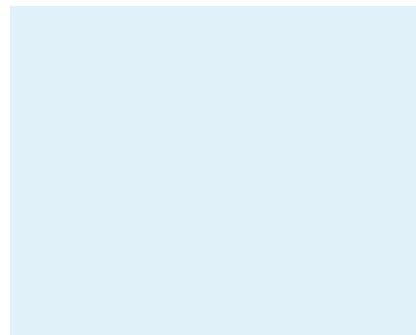
 **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

 VEHICLE INFORMATION

## VEHICLE EQUIPMENT

	4-wheel Disc Brakes	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Tinted Glass	✓
	Rear Window Wiper	✓
Other - Trucks	Rear Step Bumper	✓
	Trailer Hitch	□



 VEHICLE CONDITION

## COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
<b>INTERIOR</b>			
Seats	AVERAGE PRIVATE	No Comments	\$ 0
Carpets	AVERAGE PRIVATE	No Comments	\$ 0
Dashboard	AVERAGE PRIVATE	No Comments	\$ 0
Headliner	AVERAGE PRIVATE	No Comments	\$ 0
<b>EXTERIOR</b>			
Body	AVERAGE PRIVATE	No Comments	\$ 0
Glass	AVERAGE PRIVATE	No Comments	\$ 0
Paint	AVERAGE PRIVATE	No Comments	\$ 0
<b>MECHANICAL</b>			
Engine	AVERAGE PRIVATE	No Comments	\$ 0
Transmission	AVERAGE PRIVATE	No Comments	\$ 0
<b>TIRES</b>			
Front Tires	AVERAGE PRIVATE	No Comments	\$ 0
Rear Tires	AVERAGE PRIVATE	No Comments	\$ 0
<b>Total Condition Adjustments</b>			<b>\$ 0</b>

MAPFRE INSURANCE uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

 COMPARABLE VEHICLES

 COMPARABLE VEHICLES

Source	Vehicle	Price	Adjusted Comparable Value
<b>Comp 1</b>			
Source: Autotrader	<b>2004 Mazda Mpv Lx 6 3.0I</b>	\$ 2,000	\$ 844
Velocity Autos	<b>Gasoline Mpfi</b>	(List)	
Winter Park, FL (407) 319-3617	Odometer: 172,000		
138 Miles From Lehigh Acres, FL	VIN: JM3LW28AX40503343		
	Obtained Date: 03/10/2017		
	Updated Date: 01/10/2017		
<b>Comp 2</b>			
Source: Dealer Ad	<b>2004 Mazda Mpv Es 6 3.0I</b>	\$ 5,487	\$ 1,501
Florida Car Buyers	<b>Gasoline Mpfi</b>	(List)	
North Miami, FL (954) 358-9695	Odometer: 37,427		
107 Miles From Lehigh Acres, FL	Stock #: U099694A		
	Obtained Date: 03/10/2017		
	Updated Date: 12/24/2016		
<b>Comp 3</b>			
Source: Autotrader	<b>2005 Mazda Mpv Lx 6 3.0I</b>	\$ 2,999	\$ 1,784
I Drive Auto Sales	<b>Gasoline Mpfi</b>	(List)	
Miami, FL (305) 964-7302	Odometer: 174,918		
109 Miles From Lehigh Acres, FL	VIN: JM3LW28A450554371		
	Stock #: 554371		
	Obtained Date: 03/10/2017		
	Updated Date: 01/11/2017		

**Comparable vehicles** used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

**List Price** is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

**Take Price** is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

**Distance** is based upon a straight line between loss and comparable vehicle locations.

**Adjusted Comparable Value** represents the price of the comparable vehicle with adjustments for options, mileage, condition, and year/model/trim as compared to the loss vehicle.

A condition adjustment is also made to set the comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.