

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT– FLORIDA

Throughout this policy and endorsements attached to it, reference to minimum limits means 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”.

PART A – LIABILITY COVERAGE

Exclusion 5. is replaced by the following:

We do not provide Liability Coverage for any “insured”:

5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while is being used as a public or livery conveyance. This Exclusion (5.) does not apply to a share-the-expense car pool.

PART B – MEDICAL PAYMENTS

Exclusion 1. is replaced by the following:

1. Sustained while “occupying” “your covered auto” when it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following is added to the **Insuring Agreement**:

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

Exclusion 11. is deleted.

The first paragraph of the **Payment of Loss** provision is replaced by the following:

Unless a claim has been paid by others, we will pay any loss covered under this policy within 20 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

The **Appraisal** provision is replaced by the following:

APPRAISAL

- A. If we and you do not agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. Upon notice of a request for an appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in Part F of the policy. The mediation must be completed before a request for an appraisal can be made.

- B. In the event of a request for an appraisal, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the 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.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The first paragraph is replaced by the following:

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

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage payment:

- 1. Do not admit fault or assume any obligation to other persons.
- 2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
- 3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of any other persons, including witnesses or other persons or parties making claims. Legal counsel, or a personal representative of the person claiming coverage, may be present so long as that counsel or representative is not also seeking coverage or benefits.

PART F – GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
 - 1. Provide coverage for any vehicles other than “your covered auto”; or
 - 2. Be your primary personal vehicle insurance; or
 - 3. Provide insurance for any auto or other motor vehicle, other than “your covered auto”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a “family member” or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
 - 1. You must own a “regular use vehicle” listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection (“PIP”) coverage (in states where PIP is required).

- c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you:
- a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than "your covered auto", all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
3. To the extent allowed by law, we have the right to not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

The **Concealment or Fraud** provision is replaced by the following:

CONCEALMENT OR FRAUD

Coverage afforded may be voided if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

The second paragraph of the **Payment of Loss** provision is deleted and replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or "constructive total loss".

The **Termination** provision is replaced by the following:

TERMINATION

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 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. If this is a new policy, we may not cancel during the first 60 days immediately following the effective date of the policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
- 4. After this policy is in effect for 60 days, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred during:
 - (1) The policy period; or
 - (2) The 180 days immediately preceding the original effective date of the policy; or
 - c. If the policy was obtained through material misrepresentation or fraud.
- 5. Except as provided in Paragraph 7, 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. We will not cancel or otherwise terminate this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or a household member of an "insured".
- 7. 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).

Nonrenewal

- 1. 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:
 - a. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
 - b. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

- c. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.
- 2. We will not refuse to renew or continue this policy solely because:
 - a. 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:
 - (1) Two such traffic violations within an 18 month period;
 - (2) Three or more such traffic violations within a 36 month period; or
 - (3) Exceeding the lawful speed limit by more than 15 miles per hour; or
 - b. 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 3-year period.
- 3. We will not refuse to renew or continue this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or a household member of an "insured".

Automatic Termination

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

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

Other Termination Provisions

- 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 the pro rata unearned premium.
- 4. The effective date of cancellation stated in the notice shall become the end of the policy period.

The **Other Insurance Policies** provision is deleted.

The **State Law** provision is replaced by the following:

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

- 1. Be changed to the extent necessary to conform to the law;
- 2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
- 3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted.

The following provisions are added:

MEDIATION

In any 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";

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

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.

EXCESS COVERAGE

For all coverages other than Uninsured Motorists coverage, coverage under this policy applies on a primary basis only with respect to "your covered auto", and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the minimum limits required by that law.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE

- A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's digital network or online-enabled application or platform until that driver logs off of the digital network or online-enabled application or platform, or the passenger exits the vehicle, whichever is later.

This does not include a taxicab, for-hire vehicle, or street hail service, and does not include ridesharing as defined in Section 341.031, Florida Statutes, carpool as defined Section 450.28, Florida Statutes, or any other type of service in which the driver receives a fee that does not exceed the driver's cost to provide the ride.

- B. There is no coverage under this policy other than the minimum limits required under Florida statutes for Personal Injury Protection and Uninsured Motorists Coverage for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any personal vehicle sharing program, use or activity.

This does not include a taxicab, for-hire vehicle, or street hail service, and does not include ridesharing as defined in Section 341.031, Florida Statutes, carpool as defined Section 450.28, Florida Statutes, or any other type of service in which the driver receives a fee that does not exceed the driver's cost to provide the ride.

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

- C. For purposes of this endorsement form:

1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using a digital network, meaning any online-enabled technology application service, website, or system offered or used by a transportation network company which enables the prearrangement of rides with transportation network company drivers.
2. Personal vehicle sharing means the use of private passenger motor vehicles in connection with a personal vehicle sharing program.
3. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for temporary noncommercial use by individuals within the state, pursuant to a written agreement between the individual and the legal entity that sets forth the terms of use.

The following duty is added to your policy:

You must disclose to us any participation at any time by you or a "family member", as either a driver or vehicle owner, in any personal car sharing program, transportation network company, or other similar arrangement. Failure to do so may result in the rescission, cancellation or nonrenewal of your policy. This duty does not apply to a share-the-expense car pool.

All other policy provisions apply.