

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

### STATE ENDORSEMENT – FLORIDA

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout this policy and endorsements attached to it, minimum limits means the following limits of liability as required by Florida law, to be provided under a policy of automobile liability insurance:

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

Under Definitions, Definition Q.2.b. is replaced by the following:

- Q. “Your covered auto” means:
    - 2. Any vehicle on the date you became the owner during the policy period, whether as a new vehicle or replacement of a vehicle shown in the Declarations, provided that:
      - b. It is in stock condition, meaning it has not been structurally or mechanically modified from the original manufactured design.
- Modification such as factory options not originally installed, appearance altering accessories that do not require structural modifications or a basic custom paint job are acceptable for stock condition.

### PART A – LIABILITY COVERAGE

Exclusions A., F., and J. are replaced by the following:

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

- A. Who intentionally causes “bodily injury” or “property damage”. However, this exclusion does not apply to an innocent co-insured if the loss occurred because of domestic violence or abuse.
- F. For that “insured’s” liability arising out of the ownership or operation of a vehicle while is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense carpool.
- J. Who is participating in any prearranged, organized, or spontaneous race, or who is participating in:
  - 1. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
  - 2. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

The following exceptions to **PART A – LIABILITY COVERAGE, Exclusions**, are revised to read:

However, Exclusions J.1. and K. do not apply while “your covered auto” is:

- 5. Participating in an organized event on public roads while operated within legal speed.

However, Exclusion L. does not apply while “your covered auto” is:

- 1. In a facility or a specified show display area and is not participating in any competitive or exhibition activity described in this exclusion.

### PART B – MEDICAL PAYMENTS

Under the **Insuring Agreement** provision, paragraph B. is replaced by the following:

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B. "Insured", as used in this **PART B**, means:

1. You or a "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by;  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

Exclusions A. and I. are replaced by the following:

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

- A. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense carpool.
- I. Sustained while "occupying" "your covered auto" when it is participating in any prearranged, organized, or spontaneous race, or participating in:
  1. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
  2. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

The following exceptions to **PART B – MEDICAL PAYMENTS, Exclusions**, are revised to read:

However, Exclusions I.1. and J. do not apply while "your covered auto" is:

5. Participating in an organized event on public roads while operated within legal speed.

However, Exclusion K. does not apply while "your covered auto" is:

1. In a facility or a specified show display area and is not participating in any competitive or exhibition activity described in this exclusion.

Exclusion D. is deleted.

## **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED 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 shows that **Other Than Collision Coverage** applies.

Exclusions G. and H. are replaced by the following:

We will not pay for:

- G. Loss or damage intentionally caused or directed by you or a "family member". However, this exclusion does not apply to an innocent co-insured if the loss occurred because of domestic violence or abuse.
- H. Loss caused by or resulting from "your covered auto" participating in any prearranged, organized, or spontaneous race, or participating in:
  1. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
  2. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

The following exceptions to **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO, Exclusions**, are revised to read:

However, Exclusions H.1. and I. do not apply while "your covered auto" is:

5. Participating in an organized event on public roads while operated within legal speed.

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However, Exclusion J. does not apply while “your covered auto” is:

1. In a facility or a specified show display area and is not participating in any competitive or exhibition activity described in this exclusion.

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:

B.6. is replaced by the following:

6. 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 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.

D.3. is replaced by the following:

3. Permit us to inspect and appraise the damaged property, including but not limited to any damaged glass or windshield, before its repair, replacement, or disposal except for emergency situations.

#### **PART F – GENERAL PROVISIONS**

Under the **Our Right To Recover Payment** provision, the following is added with respect to **PART C**:

Our rights do not apply under paragraph A. with respect to coverage under paragraph 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 Motorist Coverage (Stacked)** or **Uninsured Motorist Coverage (Non-Stacked)**; and
2. We also have a right to recover the advanced payment.

B.3. of the **Regular Use Vehicle Requirement** provision is replaced by the following:

3. To the extent allowed by law, we have the right to not renew this policy if at any time during the policy

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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 Misrepresentation** provision is replaced by the following:

#### **CONCEALMENT OR MISREPRESENTATION**

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

The **Excess Coverage** provision is replaced by the following:

#### **EXCESS COVERAGE**

- A. For all coverages other than **Uninsured Motorist 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.
- B. Notwithstanding paragraph A. above, the total recovery under all such policies or coverages cannot be greater than the single highest limit that applies for any one loss under one policy of insurance providing coverage on either a primary, secondary, or excess basis.
- C. 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 replaced by the following:

#### **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 in 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 Motorist 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 in 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-

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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 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 carpool.

Item C. under **Legal Action Against Us** is replaced by the following:

Under **PART D**, suit or action must start within 5 years of the date of loss, but this time period will be extended by the number of days between the date you file your loss with us and the date we deny all or part of your claim.

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 **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 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 30 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:

- a) The policy period; or
  - b) 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 Postal Service proof of mailing, or by using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service, 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 1 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) 2 such traffic violations within an 18-month period;
    - 2) 3 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

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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 following provisions are added:

### **MEDIATION**

In any claim filed with us for:

- A. Loss resulting from "bodily injury" in an amount of \$10,000 or less;
- B. "Property damage"; or
- C. 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:

- A. Why mediation is being requested; and
- B. 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:

- A. Have authority to make a binding decision; and
- B. 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.

All other policy provisions apply.