

IN THE SUPREME COURT OF FLORIDA

CASE NO. 81,740

STATE FARM FIRE & CASUALTY CO.,

Petitioner,

vs.

ROBERT PETERSEN,

Respondent.

ON APPLICATION FOR DISCRETIONARY REVIEW
FROM THE THIRD DISTRICT COURT OF APPEAL OF FLORIDA

ANSWER BRIEF OF RESPONDENT ON THE MERITS

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INTRODUCTION

The Respondent, ROBERT PETERSEN, shall be referred to as "Petersen." The Petitioner, STATE FARM FIRE and CASUALTY COMPANY, shall be referred to as "State Farm." References to the record and supplemental record will be designated by "R." and "S.R." Throughout the discussion of insurance coverage, uninsured/underinsured and personal injury protection shall be abbreviated as "UM" and "PIP" respectively. The Appendix to this Brief contains the policy of automobile insurance issued by STATE FARM to PETERSEN. References to the Appendix will be designated by "A."

All emphasis is supplied by counsel unless otherwise indicated.

STATEMENT OF THE CASE

Because STATE FARM's Statement of the Facts is replete with surplus, argumentative narrative, PETERSEN restates the facts which are material to the issue raised in this appeal.

On February 22, 1991, ROBERT PETERSEN was severely injured when he was involved in a vehicular accident with an uninsured/underinsured motorist. (R. 2-4) At the time of the accident, PETERSEN had a valid policy of insurance issued by STATE FARM which provided UM benefits, as follows:

We will pay damages for bodily injury an insured is legally entitled to collect from the owner or driver of an uninsured motor vehicle. The bodily injury must be caused by accident arising out of the operation, maintenance or use of an uninsured motor vehicle.

(R. 5-7, A. 3)

The listed vehicle on the STATE FARM policy was a 1988 Ford Truck. (A. 1) At the time of the accident, PETERSEN was operating a 1986 Yamaha Motorcycle which was not listed on the policy.

The policy endorsement involved in this case -- "Coverage U3" -- contains the following provisions:

3. Except as provided in item 3 of "If There Is Other Uninsured Motor Vehicle Coverage", regardless of the number of motor vehicles involved, the number of persons covered or claims made, vehicles or premiums shown in the policy or premiums paid, the limit of liability for uninsured motor vehicle coverage shall not be added to or stacked upon limits for such coverages applying to other motor vehicles to determine the amount of coverage available to an insured injured in any one accident.

The policy further provides under the heading "When Coverage U3 Does Not Apply" that"

THERE IS NO COVERAGE:

FOR BODILY INJURY TO AN INSURED WHILE OCCUPYING A MOTOR VEHICLE OWNED BY YOU, YOUR SPOUSE OR ANY RELATIVE IF IT IS NOT INSURED FOR THIS COVERAGE UNDER THIS POLICY. This does not apply to an insured occupying a newly acquired car which has no uninsured motor vehicle coverage applicable to it.

(A. 6)

The term "motor vehicle" which is used in the above exclusionary provision for U3 coverage is defined once in the policy: it is not defined at the beginning of the policy in the section captioned "DEFINED WORDS WHICH ARE USED IN SEVERAL PARTS OF THE POLICY." (A. 5) The term is not defined in the liability section of the policy or in the UM section of the policy. "Motor

vehicle" is defined in the No-Fault section of the policy, as follows:

Motor Vehicle -- means a vehicle with four or more wheels that:

1. is self-propelled and is of a type;
 - a. designed for, and
 - b. required to be licensed for use on Florida highways; or
2. is a trailer or semitrailer designed for use with a vehicle described in (1) above.

(A. 11)

PETERSEN filed suit against STATE FARM, seeking a declaration of his entitlement to UM benefits under the policy of insurance.

(R. 2-4) On cross-motions for summary judgment, the trial court entered judgment in favor of STATE FARM (R. 32-34) The Third District Court of Appeal reversed, holding that the use of the term "motor vehicle" in the UM exclusionary provision was ambiguous in light of the express definition contained in one section of the policy and that such ambiguity must be strictly construed against STATE FARM. Petersen v. State Farm Fire and Casualty Co., 615 So.2d 181, 182 (Fla. 3d DCA 1993)

The decision of the Third District directly and expressly conflicts with the decision of the Fourth District Court of Appeal in Grant v. State Farm Fire and Casualty Co., 18 Fla. L. Weekly D905 (Fla. 4th DCA April 7, 1993)

SUMMARY OF THE ARGUMENT

As will be shown below, the decision of the Third DCA is a correct interpretation and application of well-established legal principles. Accordingly, the opinion of the Third District Court of Appeal should be affirmed.

A definition contained within an automobile insurance policy is to be followed by the court in determining the issue of coverage. The section of the State Farm policy which defines "motor vehicle" unambiguously refers to a vehicle with "four or more wheels." Because the motorcycle on which PETERSEN was riding is not a "motor vehicle" within the express terms of the policy, the exclusionary provisions relied upon by STATE FARM do not apply and UM coverage was improperly denied.

In the alternative, the term "motor vehicle" as used in the policy is ambiguous because it is susceptible of two reasonable interpretations, with one meaning affording coverage and the other excluding coverage. This conflict in the policy arises by virtue of the fact that the term "motor vehicle" is expressly defined in one section as a four-wheeled vehicle and no different definition of "motor vehicle" is provided elsewhere in the policy as to any different meaning intended by STATE FARM to apply to the UM exclusionary clause. Common usage and statutory definitions are not consistent and thus do not resolve the ambiguity. Particularly in the context of an exclusion clause, it is incumbent upon STATE FARM to use language which is conspicuous, plain and clear and if the term is subject to more than one reasonable interpretation --

with one resulting in coverage and the other resulting in a denial of coverage -- then the policy is ambiguous and the issue of coverage must be decided in favor of the insured and the existence of coverage.

Finally, as a class I, named insured, PETERSEN cannot be denied UM benefits based on the vehicle which he occupied at the time of the accident because the policy language did not clearly and unambiguously exclude coverage.

ARGUMENT

THE DECISION OF THE THIRD DISTRICT COURT OF APPEAL IS CORRECT AND SHOULD BE AFFIRMED WHEN, BY ITS EXPRESS TERMS, THE POLICY OF INSURANCE DOES NOT EXCLUDE THE PROVISION OF UM BENEFITS TO AN INSURED WHO WAS OPERATING A MOTORCYCLE, OR, IN THE ALTERNATIVE, THE USE OF THE TERM "MOTOR VEHICLE" IN THE EXCLUSIONARY PROVISION CREATED AMBIGUITY WHICH MUST BE STRICTLY CONSTRUED AGAINST STATE FARM

The dispositive issue presented for this Court's determination is whether the STATE FARM policy exclusion for UM benefits is reasonably susceptible of two different meanings, with one interpretation affording coverage and the other excluding coverage. PETERSEN believes that this issue is inextricably intertwined with the first point raised by STATE FARM concerning the motorcycle not being a listed vehicle in that the resolution of both questions turns on whether PETERSEN, a Class I named insured, was unambiguously excluded by the policy language from UM coverage when he was operating a motorcycle at the time of the accident with the underinsured motorist.

The general principles of law which control this case are well established and are set forth briefly as follows:

(1) The public policy of this state requires the upholding of uninsured motorist protection to insureds whenever possible. Salas v. Liberty Mutual Fire Insurance Co., 272 So.2d 1 (Fla. 1973);

(2) Insurance policies are construed liberally in favor of the insured and strictly against the insurer and where the meaning of the policy language is doubtful, uncertain or ambiguous, the doubt is resolved in favor of greater coverage. State Farm Mutual

Automobile Insurance Co. v. Pridgen, 498 So.2d 1245 (Fla. 1986);
State Farm Mutual Automobile Insurance Co. v. Mallard, 548 So.2d
733 (Fla. 3d DCA 1989);

(3) Exclusionary provisions are construed even more strictly than coverage clauses. Demshar v. Aaacon Auto Transport, Inc., 337 So.2d 963 (Fla. 1976); Wallach v. Rosenberg, 527 So.2d 1386 (Fla. 3d DCA), review denied, 536 So.2d 246 (Fla. 1988); and,

(4) Conflicts between provisions of an automobile insurance policy are to be resolved in favor of the policyholder. Dyer v. Nationwide Mutual Fire Insurance Co., 276 So.2d 6 (Fla. 1973)

The application of these precepts to the facts of this case compel the affirmance of the Third District's decision.

A. Petersen, as a class I, named insured is entitled to UM benefits regardless of his location at the time of the accident

As a Class I insured, PETERSEN is entitled to UM coverage so long as he sustained bodily injury as a result of a vehicular accident with an uninsured motorist. His entitlement to UM benefits is not dependent upon his location at the time of the accident with the uninsured motorist. Florida Farm Bureau v. Hurtado, 587 So.2d 1314 (Fla. 1991). In the absence of a knowing acceptance by PETERSEN of limited coverage, an exclusion of UM benefits based on the vehicle which he occupied at the time of the accident is invalid. Nationwide Mutual Fire Insurance Co. v. Phillips, 609 So.2d 1385 (Fla. 5th DCA 1992); Carbonell v. Auto. Ins. Co. of Hartford, Connecticut, 562 So.2d 437 (Fla. 3d DCA

1990). Such exclusion from UM coverage (based on the type of vehicle occupied at the time of the accident) must be expressed in clear, plain and unambiguous language. Hodges v. National Union Indemnity Co., 249 So.2d 679 (Fla.), conformed to 251 So.2d 894 (Fla. 3d DCA 1971)

Despite STATE FARM's claim to the contrary, evidence is conspicuously absent from the record in this case that PETERSEN knowingly accepted limited UM coverage. Moreover, the policy language which limits UM coverage speaks in terms of "motor vehicles" so the only time that PETERSEN would not be entitled to UM benefits is when he occupied a "motor vehicle" which he owned but had not insured for UM coverage. As will be discussed more fully below, the term "motor vehicle" could reasonably be interpreted not to include the motorcycle which PETERSEN was riding at the time of the accident therefore he was not excluded from UM coverage.

The cases cited by STATE FARM do not support a different result. Both Prinzo v. State Farm Mutual Automobile Ins. Co., 465 So.2d 1364 (Fla. 4th DCA 1985) and Standard Marine Insurance Co. v. Allyn, 333 So.2d 497 (Fla. 1st DCA 1976) deal with the question of when UM coverage is triggered, instead of the exclusion issue which is involved in the present case.

In Allyn, the insured, a pedestrian, was struck by an uninsured motorcycle. The insurer, Standard Marine, denied UM benefits, asserting that the policy's definition of "motor vehicle", contained within the PIP section, clearly excluded a two-

wheeled motorcycle. Id. at 498. The Court rejected this argument and held that the motorcycle was a motor vehicle for purposes of triggering UM coverage. This case reflects the strong public policy of the state of Florida which requires the upholding of UM protection to insureds whenever possible. See, State Farm v. Mallard, 548 So.2d 733 (Fla. 3d DCA 1989).

In Prinzo, the insured, also a pedestrian, was struck by a moped. Once again, the insurer claimed that UM coverage was not triggered since the Moped was not a "motor vehicle." The Court upheld the denial of benefits in this case, noting that the moped was neither four-wheeled nor self-propelled.

Neither Allyn nor Prinzo involves the specific question presented in this case of whether UM benefits can be denied to a Class I named insured who was operating a motorcycle at the time of the accident with the uninsured motorist when the exclusionary provision uses the term "motor vehicle" which is defined elsewhere in the policy as a four-wheeled vehicle. This Court's decision in Valiant Insurance Company v. Webster, 567 So.2d 408 (Fla. 1990) is also not illuminating on this issue but simply reaffirms this Court's earlier holding in Mullis v. State Farm Mutual Automobile Insurance Co., 252 So.2d 229 (Fla. 1971) that section 627.727(1) Florida Statutes requires that UM coverage must be provided to persons covered under the policy for liability.

Because PETERSEN is a class I insured, he cannot be denied UM benefits based on the vehicle which he occupied at the time of the accident because the policy language did not clearly and

unambiguously exclude coverage.

B. The policy's express definition of "motor vehicle" should be applied in construing the UM exclusionary provision

STATE FARM has offered no authority for its contention that this Court should not consider the express definition of "motor vehicle" contained within the policy in resolving the issue of whether PETERSEN is entitled to UM benefits. Contrary to STATE FARM's argument, courts, in interpreting an automobile policy, follow the definitions expressed in the policy. Dorrell v. State Fire and Casualty Company, 221 So.2d 5 (Fla. 3d DCA 1969). [Definition of "automobile" contained in liability portion of policy applied to define "automobile" as used in UM provision.]

Many of the cases relied upon by STATE FARM illustrate this principle and thus shed little or no light on the question actually presented in this case. For example, in Indomenico v. State Farm Mutual Auto Insurance Co., 388 S.2d 29, 30 (Fla. 3d DCA 1980), the policy expressly defined the term used in the exclusionary provision as "a land motor vehicle or trailer other than a vehicle operated on rails or crawler heads..."

In Allstate Insurance Co. v. Caronia, 395 So.2d 1221, 1223 (Fla. 3d DCA 1981), the homeowners' policy at issue contained an exclusion for "any motor vehicle owned...by...any insured." The policy expressly defined "motor vehicle" as "a land motor vehicle, trailer or semitrailer designed for travel on public roads..." Id. at 1223.

The policy in Dorrell v. State Fire and Casualty Co., 221 So.2d 5, 6 (Fla. 3d DCA 1969) contained an express definition of the term "automobile" to mean "a land motor vehicle or trailer not operated on rails or crawler threads." The Court found that motorcycles were encompassed within this definition. Id. at 6.

In Johnson v. Unigard Insurance Co., 387 So.2d 1059, 1060 (Fla. 5th DCA 1980), the homeowners' policy expressly defined "motor vehicle" as a "land motor vehicle, trailer or semi-trailer designed for travel on public roads."

If, in its UM exclusionary provision, STATE FARM intended some other meaning of "motor vehicle" to apply -- apart from the definition of "four-wheeled vehicle" expressed elsewhere in the policy -- then it had an obligation to clearly and unambiguously state the revised definition in the UM section. Because it failed to do so, this Court should follow the express definition set forth in the policy.

C. The ordinary, everyday meaning and statutory usage of the term "motor vehicle" does not resolve the ambiguity in the UM exclusionary provision

STATE FARM's contention that this Court should ignore the policy's express definition of "motor vehicle" and instead, resort to the "ordinary, everyday meaning" of the term in interpreting this coverage issue is contrary to the established rule of law that courts should resort to construction of the policy based on "ordinary meaning" only when the pertinent term is undefined in the policy. Security Insurance Company of Hartford v. Commercial Credit Equipment Corporation, 399 So.2d 31 (Fla. 3d DCA 1981).

The cases cited by STATE FARM in support of its argument for "ordinary meaning" all involve situations where the policy did not define the pertinent term. In Saha v. Aetna Casualty & Surety Co., 427 So.2d 316 (Fla. 5th DCA 1983), the homeowner's policy did not specifically define the term "farm land" which was used in the exclusionary provision. The Court, thus, resorted to the ordinary dictionary definition and upheld the insurer's denial of coverage.

The case of Security Insurance Co., supra, dealt solely with the issue of the applicability of exclusionary clauses in an insurance policy to a breach of warranty endorsement. Because the policy did not define the term "loss", the Court resorted to the common meaning of the word and ruled in favor of coverage.

Similarly, in Sanz v. Reserve Insurance Company of Chicago, Illinois, 172 So.2d 912 (Fla. 3d DCA 1965), the automobile insurance policy did not define the term "servicing" so the court looked to its commonly understood meaning and determined that coverage was required.

Other cases cited by STATE FARM are inapplicable because they involve clearly worded exclusionary provisions (with no conflicting definitions elsewhere in the policies.) For example, in State Farm Mutual Automobile Ins. Co. v. Pridgen, 498 So.2d 1245, 1246 (Fla. 1986), this Court upheld an exclusionary provision which clearly and unambiguously excepted coverage for "loss to any vehicle due to...conversion...by any person who has the vehicle due to any...sales agreement." The facts of the case fell squarely within the exclusion because the two insured vehicles were transferred

under a sales agreement to an individual who sold the cars and converted the money to his own use. Id. at 1247. Similarly, Ranger Insurance Co. v. Harrell, 286 So.2d 261 (Fla. 2d DCA 1973) involved a clearly worded policy provision excluding coverage when a student pilot operated the insured airplane without the direct supervision and approval of a qualified flight instructor.

Even if this Court finds that the policy's express definition of "motor vehicle" is inapplicable to the U3 exclusionary provision, the term "motor vehicle" is still decidedly ambiguous based on statutory usage. For example, section 627.041(8) Florida Statutes (dealing with insurance rates and rating) defines "motor vehicle insurance" as insurance for "a motor vehicle of the private passenger type or station wagon type...or insuring any other four-wheeled motor vehicle having a capacity of 1,500 pounds or less..." Section 316.209(1) Florida Statutes (concerning traffic control) mandates that "[a]ll motorcycles are entitled to full use of a lane and no motor vehicle shall be driven in such a manner as to deprive any motorcycle of the full use of a lane." Section 627.732(1) Florida Statutes (the Florida Motor Vehicle No-Fault Law) now defines "motor vehicle" as "any self-propelled vehicle with four or more wheels. . ." however, the No-Fault Act originally provided that an insured was entitled to PIP benefits if he were "not an occupant of a motor vehicle or motorcycle. . ." section 627.736(4)(d)(1) Florida Statutes (1976)

In summary, the ambiguity which arises from the use of the term "motor vehicle" cannot be clarified by resort to statutory

usage. The burden to define the types of vehicles which fall within the exclusionary provision is on STATE FARM -- not on the average, unsophisticated insured such as PETERSEN. Such exclusions to UM coverage, which are based on the type of vehicle occupied at the time of the accident, must be expressed in clear, plain and unambiguous language. Hodges v. National Union Indemnity Co., 249 So.2d 679 (Fla.), conformed to 251 So.2d 894 (Fla. 3d DCA 1971). Under Florida law, the ambiguous provision must be construed strictly against STATE FARM and in favor of the insured. State Farm Mutual Automobile Insurance Co. v. Pridgen, 498 So.2d 1245 (Fla. 1986); Ceron v. Paxton National Insurance Co., 537 So.2d 1090 (Fla. 3d DCA 1989), [Summary Judgment in favor of insurance company reversed because of an ambiguity in the policy as to whether an exclusionary provision which used the term "automobile" included a commercial tow truck.] Triano v. State Farm Mutual Automobile Ins. Co., 565 So.2d 748 (Fla. 3d DCA 1990).

- D. The decision of the Fourth District Court of Appeal in Grant v. State Farm Fire and Casualty Co., 18 Fla. L. Weekly D905 (Fla. 4th DCA April 7, 1993) constitutes a departure from controlling precedent and should be quashed

Rather than address and resolve the issue of the ambiguity in the exclusion, the Fourth District erroneously focused on "what definition should be given to the term 'motor vehicle' in the context of this case and the accompanying insurance policy." Grant, 18 Fla. L. Weekly at D906. In deciding the case, the Fourth

District not only ignored the express definition of "motor vehicle" contained within the policy, but it also chose between conflicting statutory uses of the term. The cases upon which the Fourth District predicated its finding of coverage do not provide an adequate doctrinal basis for the court's holding. In Standard Marine Insurance Co. v. Allyn, 333 So.2d 497 (Fla. 1st DCA 1976), the court rejected an insurance company's attempt to restrict UM benefits based on a narrow definition of "motor vehicle" contained within the policy. The Allyn court's decision reflects the public policy to uphold UM coverage whenever possible -- a policy which the Fourth District now turns on its head in Grant. Other cases relied upon by the Fourth do not present the issue which is raised in this appeal: in State Farm Automobile Insurance Co. v. Kuhn, 374 So.2d 1079 (Fla. 3d DCA), cert. denied, appeal dismissed, 383 So.2d 1197 (Fla. 1980), there is no indication that the policy contained an express definition which would place motorcycles outside of the scope of the exclusionary clause. The parties in Nationwide Mutual Fire Insurance Company v. Phillips, 609 So.2d 1385 (Fla. 5th DCA 1992) did not argue the issue of whether a motorcycle was a "motor vehicle" within the meaning of the exclusionary provision -- the issue presented dealt solely with the insurer's compliance with the notice requirement of the UM statute. Finally, Indomenico v. State Farm Mutual Auto Insurance Co., 388 So.2d 29 (Fla. 3d DCA 1980) involved a policy which expressly (and broadly) defined the term used in the exclusionary provision as "a land motor vehicle or trailer other than a vehicle operated on

rails or crawler heads. . . . "

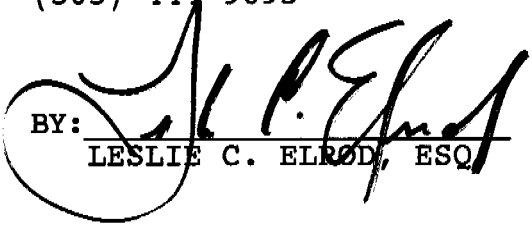
What is apparent in both the Fourth's opinion and from reading the statutes, is that the use of the term "motor vehicle" in the policy of insurance is ambiguous, capable of being reasonably interpreted both to afford coverage and not to afford coverage. The Fourth's ruling, finding no coverage, is a departure from controlling precedent and this Court should quash the decision and affirm the decision rendered by the Third District in this case.

CONCLUSION

WHEREFORE based on the foregoing argument and citations to authority, the decision of the Third District Court of Appeal should be affirmed.

Respectfully submitted,

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BY: 
LESLIE C. ELROD, ESQ.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 16th day of August, 1993 to RICHARD SHERMAN, ESQUIRE, Attorney for Petitioner, 1777 South Andrews Avenue, Suite 302, Ft. Lauderdale, Florida 33316 and CHARLES GREEN, ESQUIRE, 633 South Andrews Avenue, Suite 200, Ft. Lauderdale, Florida 33301.


LESLIE C. ELROD

Appendix Part 1

PLEASE READ YOUR POLICY CAREFULLY. IF YOU HAVE AN ACCIDENT, CONTACT YOUR STATE FARM AGENT OR ONE OF OUR CLAIM OFFICES AT ONCE. (SEE "REPORTING A CLAIM-INSURED'S DUTIES" IN THIS POLICY.)

STATE FARM INSURANCE
Monica Bedson, Agent
9900 Stirling Rd. #104
COOPER CITY, FL 33024
437-3453

Authorized Representative



State Farm Fire and Casualty Company, Home Office, Bloomington, Illinois

The address of the Regional Office issuing this policy is shown at the top of the Declarations Page.

**YOUR
STATE FARM
CAR
POLICY**

Policy Form 9910.6

SR 11
#2

6078BB AMENDMENT OF NO-FAULT COVERAGE AND CONDITIONS

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy if issued with it, unless a different effective date is shown for the endorsement on the Declarations Page. If issued at a later date the name, policy number and effective date must be shown.

Issued by the STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or the STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as shown by the company's name on the policy of which this endorsement is a part.

Named Insured _____

Policy Number _____ Effective Date _____

12:01 A.M. Standard Time

In consideration of the premium paid, it is agreed *your* policy is changed as follows:

1. SECTION II - NO-FAULT - COVERAGE P

The following provision is added:

Disputes Regarding Charges for Treatment of Injured Persons

Any claim dispute involving medical benefits under this section of the policy between us and a medical services or supplies provider (hereinafter referred to as health care provider) who has agreed to accept an assignment of personal injury protection benefits shall be decided by arbitration upon written request of either party.

Upon written request for arbitration, each party shall select an arbitrator. The two arbitrators shall attempt to select a third arbitrator. If they are unable to agree on a third arbitrator within 30 days, either party may request a judge of a court of record in the county in which the arbitration is pending to appoint the third arbitrator. A written decision concurred upon by any two arbitrators shall be binding on each party.

As a condition of maintaining a claim dispute in arbitration, the health care provider shall make available for inspection and copying the entire file pertaining to the patient that is the subject of this proceeding. This file shall include patient questionnaires, reports, and test results, unless we advise in writing that certain of such materials need not be provided. No arbitration may be held until 30 days after the

required request for arbitration and payment file has been supplied to us. Any arbitration award shall not exceed the personal injury protection coverage limits remaining on the policy.

The prevailing party to the arbitration shall be entitled to attorney's fees and costs. "Prevailing party" is defined as follows:

The health care provider is the "prevailing party" if the arbitrator awards at least the full amount of the claim asserted by the health care provider at arbitration.

We are the "prevailing party" if the arbitrator awards no more than the amount offered to be paid by us at arbitration.

If the amount of the award is less than the amount of the claim asserted by the health care provider at arbitration, yet more than the amount offered to be paid by us at arbitration, there is no prevailing party.

If there is no prevailing party:

- (1) the expenses and fees of the arbitrator and any expert witnesses shall be paid by the party who hired them; and

6078BB

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- (2) the expenses and fees of the third arbitrator and other expenses of arbitration shall be shared equally by both parties. Attorney's fees and costs shall not be subject to any type of multiplier.

The arbitration shall take place in the county in which the health care provider is located. If they are located out-of-state, arbitration shall take place in the county in which the *insured* resides, unless the health care provider and we agree to another place. Arbitration is subject to the provisions of the Florida Arbitration Code, Chapter 682 of the Florida Statutes.

This arbitration provision does not apply to disputes regarding the termination of personal injury protection benefits.

2. CONDITIONS

The following provision is added to CONDITIONS:

Mediation

We or the *insured* may request mediation of any claim:

- a. in an amount of \$10,000 or less resulting from:
 1. *bodily injury* under Sections II or III; or
 2. death of or *loss* to an *insured* under Section V; or

- b. in any amount for a *loss* covered under Section IV,

by filing a written request with the Department of Insurance on a form which may be obtained from the department. The request must state why mediation is being requested and the issue in dispute.

The Department of Insurance will appoint a mediator. Each party may reject one mediator whether before or after the other party has made a rejection. 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 mediation will be conducted informally and may be held by telephone if feasible. Participants must have authority to make a binding decision, and must mediate in good faith. Information and disclosure provided during mediation are not admissible in any subsequent action or proceeding relating to the claim or cause of action giving rise to the claim. Costs of the mediator shall be shared equally by each party unless the mediator determines a party has not mediated in good faith.

If a person files suit which relates to facts already mediated, such facts shall not be mediated again. Only one mediation may be requested for each claim, unless all parties agree to further mediation. Any suit regarding a mediated dispute must be filed as prescribed under the "Limitations of Actions" statutes or within 60 days after the conclusion of the mediation process, whichever is later.

Edward B. Runt, Jr.

President

burden to be paid by **STATE FARM FIRE AND CASUALTY COMPANY**
 BLOOMINGTON, ILLINOIS
 A STOCK COMPANY
 DEFINED WORDS

WHICH ARE USED IN SEVERAL PARTS OF THE POLICY

We define some words to shorten the policy. This makes it easier to read and understand. Defined words are printed in bold face italics. You can pick them out easily.

Bodily Injury — means bodily injury to a person and sickness, disease or death which results from it.

Car — means a land motor vehicle with four or more wheels, which is designed for use mainly on public roads. It does not include:

1. any vehicle while located for use as a dwelling or other premises; or
2. a truck-tractor designed to pull a trailer or semitrailer.

Car Business — means a business or job where the purpose is to sell, lease, repair, service, transport, store or park land motor vehicles or trailers.

Insured — means the person, persons or organization defined as insureds in the specific coverage.

Loss — defined in sections IV and V.

Newly Acquired Car — means a car newly owned by you or your spouse if it:

1. replaces your car; or
 2. is an added car, and:
 - a. if it is a private passenger car, we insure all other private passenger cars, or
 - b. if it is other than a private passenger car, we insure all cars
- owned by you and your spouse on the date of its delivery to you or your spouse;

but only if you or your spouse:

1. ask us to insure it within 30 days after its delivery to you or your spouse; and
2. if you or your spouse has more than one of our car policies, tell us which one is to apply; and
3. pay us any added amount due.

Non-Owned Car — means a car not owned by or registered or leased in the name of:

1. you, your spouse;
2. any relative unless at the time of the accident or loss:

a. the car has been described on the declarations page of a liability policy sometime within the preceding 30 days; and

- b. you, your spouse or a relative who does not own or lease such car is the driver;
3. any other person residing in the same household as you, your spouse or any relative; or
4. an employer of you, your spouse or any relative.

Non-owned car does not include a car:

1. which is not in the lawful possession of the person operating it; or
2. which has been operated by, rented by or in the possession of an insured during any part of each of the preceding 21 days; or
3. operated by an insured who has operated or rented any car otherwise qualifying as a non-owned car during any part of more than 45 days in the 365 days preceding the date of the accident or loss.

Occupying — means in, on, entering or alighting from.

Person — means a human being.

Private Passenger Car — means a car:

1. with four wheels;
2. of the private passenger or station wagon type; and
3. designed solely to carry persons and their luggage.

Relative — as used in sections I, III, IV and V means a person related to you or your spouse by blood, marriage or adoption (including a ward or foster child) who lives with you. It includes your unmarried and unemancipated child away at school.

As used in section II, relative means a relative of any degree by blood or by marriage who usually makes his home in the same family unit, whether or not temporarily living elsewhere.

Spouse — means your husband or wife while living with you.

Temporary Substitute Car — means a car not owned by you or your spouse, if it replaces your car for a short time. Its use has to be with the consent of the owner. Your car has to be out of use due to its breakdown, repair, servicing, damage or loss. A temporary substitute car is not considered a non-owned car.

Utility Vehicle — means a motor vehicle with:

1. a pickup, panel or van body; and
2. a Gross Vehicle Weight of 10,000 pounds or less.

You or Your — means the named insured or named insureds shown on the declarations page.

Your Car — means the car or the vehicle described on the declarations page.

DECLARATIONS CONTINUED

We, the State Farm Fire and Casualty Company, agree to insure **you** according to the terms of this policy based:

1. on **your** payment of premium for the coverages **you** chose; and
2. in reliance on **your** statements in these declarations.

You agree, by acceptance of this policy that:

1. the statements in these declarations are **your** statements and are true; and
2. we insure **you** on the basis **your** statements are true; and

3. this policy contains all of the agreements between **you** and us or any of our agents.

Unless otherwise stated in the exceptions space on the declarations page, **your** statements are:

1. **Ownership.** **You** are the sole owner of **your car**.
2. **Insurance and License History.** Neither **you** nor any member of **your** household within the past 3 years has had:
 - a. vehicle insurance canceled by an insurer; or
 - b. a license to drive or vehicle registration suspended, revoked or refused.
3. **Use.** **Your car** is used for pleasure and business.

WHEN AND WHERE COVERAGE APPLIES

When Coverage Applies

The coverages **you** chose apply to accidents and **losses** that take place during the policy period.

The policy period is shown under "Policy Period" on the declarations page and is for successive periods of six months each for which **you** pay the renewal premium. Payments must be made on or before the end of the current policy period. The policy period begins and ends at 12:01 A.M. Standard Time at the address shown on the declarations page.

Where Coverage Applies

1. The liability, medical payments, uninsured motor vehicle and physical damage coverages **you** chose apply:

- a. in the United States of America, its territories and possessions or Canada; or

b. while the insured vehicle is being shipped between their ports.

The liability, medical payments and physical damage coverages also apply in Mexico within 50 miles of the United States border. A physical damage coverage **loss** in Mexico is determined on the basis of cost at the nearest United States point.

2. The no-fault coverage **you** chose applies:

- a. in Florida; and
- b. outside Florida, but:
 - (1) within the United States of America, its territories or possessions or Canada; or
 - (2) in Mexico within 50 miles of the United States border

to **you** or a **relative**, while occupying **your car**, a **newly acquired car**, a **non-owned car**, a **temporary substitute car** or a trailer which would be covered at no additional charge under the "Trailer Coverage" provision of Section I — Liability Coverage A.

3. The death, dismemberment and loss of sight coverage **you** chose applies anywhere in the world.

FINANCED VEHICLES

If a creditor is shown in the declarations, we may pay any comprehensive or collision *loss* to:

1. *you* and, if unpaid, the repairer; or
2. *you* and such creditor, as its interest may appear, when we find it is not practical to repair *your car*; or
3. the creditor, as to its interest, if *your car* has been repossessed.

When we pay the creditor for *loss* for which *you* are not covered, we are entitled to the creditor's right of recovery against *you* to the extent of our payment. Our right of

recovery shall not impair the creditor's right to recover the full amount of its claim.

The coverage for the creditor's interest only is valid until we terminate it. We will not terminate such coverage because of:

1. any act or negligence of the owner or borrower; or
2. a change in the ownership or interest unknown to us, unless the creditor knew of it and failed to tell us within 10 days; or
3. an error in the description of the vehicle.

The date of termination of the creditor's interest will be at least 10 days after the date we mail the termination notice.

REPORTING A CLAIM

1. Notice to Us of an Accident or Loss

The *insured* must give us or one of our agents written notice of the accident or *loss* as soon as reasonably possible. The notice must give us:

- a. *your* name; and
- b. the names and addresses of all *persons* involved; and
- c. the hour, date, place and facts of the accident or *loss*; and
- d. the names and addresses of witnesses.

2. Notice to Us of Claim or Suit

If a claim or suit is made against an *insured*, that *insured* must at once send us every demand, notice or claim made and every summons or legal process received.

3. Other Duties Under the Physical Damage Coverages

When there is a *loss*, *you* or the owner of the property also shall:

- a. make a prompt report to the police when the *loss* is the result of theft or larceny.
- b. protect the damaged vehicle. We will pay any reasonable expense incurred to do it.
- c. show us the damage, when we ask.
- d. provide all records, receipts and invoices, or certified copies of them. We may make copies.
- e. answer questions under oath when asked by anyone we name, as often as we reasonably ask, and sign copies of the answers.

4. Other Duties Under No-Fault, Medical Payments, Uninsured Motor Vehicle and Death, Dismemberment and Loss of Sight Coverages

The *person* making claim also shall:

- a. give us all the details about the death, injury, treatment and other information we need to determine the amount payable.

INSURED'S DUTIES

- b. be examined by physicians chosen and paid by us as often as we reasonably may require. A copy of the report will be sent to the *person* upon written request. If the *person* is dead or unable to act, his or her legal representative shall authorize us to obtain all medical reports and records.

under the uninsured motor vehicle coverage:

- (1) report an accident to the police within 24 hours and to us within 30 days which involves a land motor vehicle whose owner or driver is unknown.

- (2) let us see the *insured car* the *person* occupied in the accident.

- d. under the no-fault and uninsured motor vehicle coverages, send us at once a copy of all suit papers if the *person* sues the party liable for the accident for damages.

- e. under the no-fault and death, dismemberment and loss of sight coverages, give us proof of claim as soon as practicable on forms we furnish.

5. Insured's Duty to Cooperate With Us

The *insured* shall cooperate with us and, when asked, assist us in:

- a. making settlements;
- b. securing and giving evidence;
- c. attending, and getting witnesses to attend, hearings and trials.

The *insured* shall not, except at his or her own cost, voluntarily:

- a. make any payment or assume any obligation to others; or
- b. incur any expense, other than for first aid to others.

SECTION I — LIABILITY — COVERAGE A

You have this coverage if "A" appears in the "Coverages" space on the declarations page.

We will:

1. pay damages which an *insured* becomes legally liable to pay because of:
 - a. *bodily injury* to others, and
 - b. damage to or destruction of property including loss of its use, caused by accident resulting from the ownership, maintenance or use of *your car*; and
2. defend any suit against an *insured* for such damages with attorneys hired and paid by us. We will not defend any suit after we have paid the applicable limit of our liability for the accident which is the basis of the lawsuit.

In addition to the limits of liability, we will pay for an *insured* any costs listed below resulting from such accident.

1. Court costs of any suit for damages.
2. Interest on damages owed by the *insured* due to a judgment and accruing:
 - a. after the judgment, and until we pay, offer or deposit in court, the amount due under this coverage; or
 - b. before the judgment, where owed by law, but only on that part of the judgment we pay.
3. Premiums or costs of bonds:
 - a. to secure the release of an *insured's* property attached under a court order. The amount of the bond we pay for shall not be more than our limit of liability; and
 - b. required to appeal a decision in a suit for damages if we have not paid our limit of liability that applies to the suit; and
 - c. up to \$250 for each bail bond needed because of an accident or traffic violation.We have no duty to furnish or apply for any bonds.
4. Expense incurred by an *insured*:
 - a. for loss of wages or salary up to \$35 per day if we ask the *insured* to attend the trial of a civil suit.
 - b. for first aid to others at the time of the accident.
 - c. at our request.

We have the right to investigate, negotiate and settle any claim or suit.

Coverage for the Use of Other Cars

The liability coverage extends to the use, by an *insured*, of a *newly acquired car*, a *temporary substitute car* or a *non-owned car*.

Who Is an Insured

When we refer to *your car*, a *newly acquired car* or a *temporary substitute car*, *insured* means:

1. *you*;
2. *your spouse*;
3. the *relatives* of the first *person* named in the declarations;
4. any other *person* while using such a *car* if its use is within the scope of consent of *you* or *your spouse*; and
5. any other *person* or organization liable for the use of such a *car* by one of the above *insureds*.

When we refer to a *non-owned car*, *insured* means:

1. the first *person* named in the declarations;
2. his or her *spouse*;
3. their *relatives*; and
4. any *person* or organization which does not own or hire the *car* but is liable for its use by one of the above *persons*.

THERE IS NO COVERAGE FOR *NON-OWNED CARS*:

1. IF THE DECLARATIONS STATE THE "USE" OF *YOUR CAR* IS OTHER THAN "PLEASURE AND BUSINESS"; OR
2. WHILE:
 - a. BEING REPAIRED, SERVICED OR USED BY ANY *PERSON* WHILE THAT *PERSON* IS WORKING IN ANY *CAR BUSINESS*; OR
 - b. USED IN ANY OTHER BUSINESS OR OCCUPATION. This does not apply to a *private passenger car* driven or occupied by the first *person* named in the declarations; his or her *spouse* or their *relatives*.

Trailer Coverage

1. Trailers designed to be pulled by a *private passenger car* or a *utility vehicle*, except those trailers in 2.a. below, are covered while owned or used by an *insured*.

Farm implements and farm wagons are considered trailers while pulled on public roads by a car, we insure for liability.

These trailers are not described in the declarations and no extra premium is charged.

2. The following trailers are covered only if described on the declarations page and extra premium is paid:

a. those trailers designed to be pulled by a private passenger car or a utility vehicle:

(1) if designed to carry persons; or

(2) while used with a motor vehicle whose use is shown as "commercial" on the declarations page (trailers used only for pleasure use are covered even if not described and no extra premium paid); or

(3) while used as premises for office, store or display purposes; or

b. any trailer not designed for use with a private passenger car or a utility vehicle.

THERE IS NO COVERAGE WHEN A TRAILER IS USED WITH A MOTOR VEHICLE OWNED OR HIRED BY YOU WHICH WE DO NOT INSURE FOR LIABILITY COVERAGE.

Limits of Liability

The amount of bodily injury liability coverage is shown on the declarations page under "Limits of Liability - Coverage A - Bodily Injury, Each Person, Each Accident." Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one person. "*Bodily injury to one person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all damages due to *bodily injury* to two or more persons in the same accident.

The amount of property damage liability coverage is shown on the declarations page under "Limits of Liability - Coverage A - Property Damage, Each Accident."

We will pay damages for which an *insured* is legally liable up to these amounts.

The limits of liability are not increased because more than one person or organization may be an *insured*.

A motor vehicle and attached trailer are one vehicle. Therefore, the limits are not increased.

When two or more motor vehicles are insured under this section the limits apply separately to each.

When Coverage A Does Not Apply

In addition to the limitations of coverage in "Who Is an Insured" and "Trailer Coverage":

THERE IS NO COVERAGE WHILE ANY VEHICLE INSURED UNDER THIS SECTION IS:

a. RENTED TO OTHERS OR USED TO CARRY PERSONS FOR A CHARGE.

This does not apply to the use on a share expense basis of:

(1) a private passenger car; or

(2) a utility vehicle, if all passengers are riding in that area of the vehicle designed by the manufacturer of the vehicle for carrying passengers.

b. BEING REPAIRED, SERVICED OR USED BY ANY PERSON EMPLOYED OR ENGAGED IN ANY WAY IN A CAR BUSINESS. This does not apply to:

(1) you or your spouse;

(2) any relative;

(3) any resident of your household; or

(4) any agent, employee or partner of you, your spouse, any relative or such resident.

This coverage is excess for (3) and (4) above.

2. FOR ANY BODILY INJURY TO:

a. A FELLOW EMPLOYEE WHILE ON THE JOB AND ARISING FROM THE MAINTENANCE OR USE OF A VEHICLE BY ANOTHER EMPLOYEE IN THE EMPLOYER'S BUSINESS. You and your spouse are covered for such injury to a fellow employee.

b. ANY EMPLOYEE OF AN INSURED ARISING OUT OF HIS OR HER EMPLOYMENT. This does not apply to a household employee who is not covered or required to be covered under any worker's compensation insurance.

c. ANY INSURED OR ANY MEMBER OF AN INSURED'S FAMILY RESIDING IN THE INSURED'S HOUSEHOLD.

3. FOR ANY DAMAGES:

a. FOR WHICH THE UNITED STATES MIGHT BE LIABLE FOR THE INSURED'S USE OF ANY VEHICLE.

b. TO PROPERTY OWNED BY, RENTED TO, IN CHARGE OF OR TRANSPORTED BY AN INSURED. But coverage applies to a rented:

(1) residence; or

(2) private garage

damaged by a car we insure.

4. FOR ANY OBLIGATION OF AN **INSURED**, OR HIS OR HER INSURER, UNDER ANY TYPE OF WORKER'S COMPENSATION OR DISABILITY OR SIMILAR LAW.

5. FOR LIABILITY ASSUMED BY THE **INSURED** UNDER ANY CONTRACT OR AGREEMENT.

If There Is Other Liability Coverage or If You Own More Than One Vehicle

1. Vehicles You Own

a. If the vehicle involved in the accident is owned by **you** or **your spouse**, this coverage applies only if it is:

- (1) **your car**; or
- (2) a trailer described under "Trailer Coverage" for which no extra premium is charged; or
- (3) a **newly acquired car**. **THIS COVERAGE DOES NOT APPLY IF THERE IS OTHER VEHICLE LIABILITY COVERAGE ON THE NEWLY ACQUIRED CAR.**

b. If **your car** is also described in a policy issued to **you** by another company, the total limits of liability shall not exceed those of the policy with the highest limits of liability. We are liable only for our share of the damages. Our share is the per cent that the limit of liability of the policy issued by us bears to the sum of the limits of liability of the policies issued by us and the other company.

2. Policies Issued by Us to You

If two or more vehicle liability policies issued by us to **you** apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

3. Temporary Substitute Car, Non-Owned Car, Trailer

If a **temporary substitute car**, a **non-owned car** or a trailer designed for use with a **private passenger car** or **utility vehicle** has other vehicle liability coverage on it, then this coverage is excess.

4. Other Liability Coverage Available From Other Sources

Subject to items 1, 2 and 3, if other vehicle liability coverage applies, we are liable only for our share of the damages. Our share is the per cent that the limit of liability of this policy bears to the total of all vehicle liability coverage applicable to the accident.

Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law

1. Out-of-State Coverage

If an **insured** under the liability coverages is in another state or Canada and, as a non-resident, becomes subject to its motor vehicle compulsory insurance, financial responsibility or similar law:

- a. the policy will be interpreted to give the coverage required by the law; and
- b. the coverage so given replaces any coverage in this policy to the extent required by the law for the **insured's** operation, maintenance or use of a **car** insured under this policy.

Any coverage so extended shall be reduced to the extent other coverage applies to the accident. In no event shall a **person** collect more than once.

2. Financial Responsibility Law

When certified under any law as proof of future financial responsibility, and while required during the policy period, this policy shall comply with such law to the extent required. The **insured** agrees to repay us for any payment we would not have had to make under the terms of this policy except for this agreement.

SECTION II — NO-FAULT — COVERAGE P AND MEDICAL PAYMENTS — COVERAGE C

NO-FAULT — COVERAGE P. You have this coverage if "P" with a number beside it appears in the "Coverages" space on the declarations page. "P" with a number beside it is your coverage symbol. Check your coverage symbol with the schedule in the Limits of Liability for the choice of options you made.

What We Pay

We will pay in accordance with the *No-Fault Act* for *bodily injury* to an *insured*, caused by an accident resulting from the ownership, maintenance or use of a *motor vehicle*:

1. **Medical Expenses.** 80% of the reasonable charges incurred for necessary:
 - a. medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services,
 - b. eyeglasses, hearing aids and prosthetic devices, and
 - c. remedial religious treatment or services by a recognized method of healing.
2. **Income Loss.** 60% of loss of income and earning capacity due to the *insured's* inability to work caused by his or her *bodily injury* during the time the *insured* is not able to work.
3. **Replacement Services Loss.** Reasonable expenses incurred for ordinary and needed services the *insured* would have done, except for the injury, for the benefit of his or her household during the time the *insured* is not able to work.
4. **Death Benefits.** Death benefits of \$5,000 per person.

Insured means:

1. you or any *relative*:
 - a. while *occupying a motor vehicle*; or
 - b. struck as a *pedestrian* by a *motor vehicle*;
2. anyone else while *occupying* or when struck as a *pedestrian* by your car, a newly acquired car, a non-owned car, a temporary substitute car or a trailer which would be covered at no additional charge under the "Trailer Coverage" provision of Section I — Liability — Coverage A.

Motor Vehicle means a vehicle with four or more wheels that:

1. is self-propelled and is of a type:

- a. designed for, and
 - b. required to be licensed for use on Florida highways; or
2. is a trailer or semitrailer, designed for use with a vehicle described in 1 above.

It does not include:

1. a mobile home; or
2. any motor vehicle which is:
 - a. used in mass transit or public school transportation; and
 - b. designed to transport more than five passengers, exclusive of the operator, and owned by a municipality, a transit or public school transportation authority, or a political subdivision of the state.

No-Fault Act — means the Florida Motor Vehicle No-Fault Law and any amendments.

Pedestrian — means a person while not an occupant of any self-propelled vehicle.

Payment of Any Amount Due

We will pay any amount due:

1. to an *insured*;
2. to a parent or guardian, if the *insured* is a minor or an incompetent *person*;
3. to the surviving *spouse*; or
4. at our option:
 - a. to a *person* authorized by law to receive such payment; or
 - b. to the *person* or organization rendering the treatment or services.

When Payments Are Reduced

We will reduce the amount payable by:

1. the deductible amount shown in the Schedule for your coverage symbol. The deductible amount does not apply to death benefits.
2. Military benefits paid or payable when the schedule shows the reduction for your coverage symbol; and
3. the amount of any worker's compensation or Medicaid benefits paid or payable for the same items of loss or expense.

No Duplication of Benefits

No *insured* shall recover twice for the same expense or loss under this or similar vehicle insurance or self-insurance.

Reimbursement

We have a right to recover our no-fault payments from the owner of or the company insuring a *motor vehicle* of a type not included in 2a or 2b below if:

1. we have made payment for *bodily injury* resulting from the *insured's occupying* or being struck as a *pedestrian* by that *motor vehicle*; and

2. SCHEDULE

Deductible That Applies To:

Coverage Symbol	You	Each of Your Dependent Relatives
P10	None	None
P12	None	None
P14	None	None
P16	None	None
P20	\$250	None
P21	\$250	\$250
P30	\$500	None
P31	\$500	\$500
P40	\$1000	None
P41	\$1000	\$1000
P50	\$2000	None
P51	\$2000	\$2000

If There Is Other No-Fault Coverage or If You Own More Than One Vehicle

1. **Vehicles You Own**
 - a. If the vehicle involved in the accident is owned by you or your spouse, this coverage applies only if it is:
 - (1) your car; or
 - (2) a newly acquired car. THIS COVERAGE DOES NOT APPLY IF THERE IS OTHER NO-FAULT COVERAGE ON THE NEWLY ACQUIRED CAR.
 - b. If your car is also described in a policy issued to you by another company, the total limits of liability shall not exceed those of the policy with the highest limits of liability. We are liable only for our share of the

2. the *motor vehicle* we insure for no-fault coverage is:
 - a. a sedan, station wagon or jeep type vehicle; or
 - b. a pickup, panel, van, camper or motor home type and not used mainly in an occupation, profession or business.

Limits of Liability

1. **The most we pay:**
The most we pay for each *insured* for all loss and expense from one accident shall be \$10,000 less the amount of any reduction described under "When Payments Are Reduced" that applies to the *insured*.

Reduction for Military Benefits Applies	Loss of Income Benefits Eliminated
No	No
Yes	No
No	Yes
Yes	Yes
No	No
No	No
No	No
No	No
No	No
No	No
No	No
No	No

damages. Our share is the per cent that the limit of liability of the policy issued by us bears to the sum of the limits of liability of the policies issued by us and the other company.

2. **Policies Issued by Us to You**
If two or more policies providing no-fault coverage issued by us to you apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.
3. **Coverage Available From Other Sources**
Subject to items 1 and 2, if other no-fault coverage applies, we will pay only our share. Our share is the per cent that the limit of liability of the policy issued by us bears to the total of all coverage applicable to the accident.

What Is Not Covered Under Coverage P

THERE IS NO COVERAGE:

1. FOR BODILY INJURY TO:

- a. ANY PEDESTRIAN, NOT A LEGAL RESIDENT OF FLORIDA. This does not apply to you or any relative.
- b. ANY PERSON ENTITLED TO NO-FAULT BENEFITS FROM:
 - (1) THE OWNER OF A MOTOR VEHICLE OTHER THAN YOU OR
 - (2) THAT OWNER'S INSURER.

This does not apply to you or any relative.

2. FOR ANY PERSON:

- a. WHOSE CONDUCT CONTRIBUTED TO HIS OR HER BODILY INJURY UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:
 - (1) CAUSING BODILY INJURY TO HIMSELF, ANY, OR HERSELF INTENTIONALLY; OR
 - (2) WHILE COMMITTING A FELONY;
- b. WHOSE BODILY INJURY OCCURRED WHILE:
 - (1) DRIVING YOUR CAR OR A NEWLY ACQUIRED CAR WITHOUT YOUR PERMISSION;
 - (2) OCCUPYING A MOTOR VEHICLE LOCATED FOR USE AS A DWELLING OR PREMISES.
- c. WHO OWNS A MOTOR VEHICLE SUBJECT TO THE NO-FAULT ACT.

This does not apply to you and, if the accident occurs outside Florida, any relative while occupying your car.

3. FOR INCOME LOSS WHEN THE SCHEDULE SHOWS INCOME LOSS BENEFITS ARE ELIMINATED UNDER YOUR COVERAGE SYMBOL.

MEDICAL PAYMENTS - COVERAGE C

You have this coverage if "C" appears in the "Coverages" space on the declarations page.

We will pay reasonable medical expenses, for *bodily injury* for services furnished within three years of the date of the accident. These expenses are for necessary:

- 1. medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services,
- 2. eyeglasses, hearing aids and prosthetic devices,

3. remedial, religious treatment or services by a recognized method of healing; and

4. funeral expenses.

The accident must result from the ownership, maintenance or use of a motor vehicle.

Persons for Whom Medical Expenses Are Payable

We will pay medical expenses for *bodily injury* sustained by:

- 1. a. the first person named in the declarations;
- b. his or her spouse; and
- c. their relatives.

These persons have to sustain the *bodily injury*:

- a. while they operate or occupy a vehicle covered under the liability section; or
- b. through being struck as a pedestrian by a self-propelled vehicle or trailer.

Pedestrian means a person not an occupant of any self-propelled vehicle.

- 2. any other person while occupying:
 - a. a vehicle covered under the liability coverage, except a non-owned car. Such vehicle has to be used by a person who is insured under the liability coverage; or
 - b. a non-owned car. The *bodily injury* has to result from such car's operation or occupancy by the first person named in the declarations, his or her spouse or their relatives.

Payment of Medical Expenses

We may pay the injured person or any person or organization performing the services.

Limit of Liability

- 1. The amount of coverage for medical expenses, including funeral services, is shown on the declarations page under "Limit of Liability - Coverage C - Each Person". If the amount shown is \$2,500 or more, the most we pay for funeral services is \$2,500 per person.
- 2. This coverage is excess over:
 - a. any medical expenses paid or payable under no-fault coverage P, or which would be except for any reduction described under no-fault coverage P "When Payments Are Reduced"; and
 - b. military benefits.
- 3. The liability and uninsured motor vehicle coverages shall be excess over and shall not pay again any medical expenses paid under this coverage.

Two or More Vehicles

- 1. A motor vehicle and attached trailer are one vehicle as respects limits.

2. When two or more motor vehicles are insured under this section the limits apply separately to each.

If There Are Other Medical Payments Coverages or If You Own More Than One Vehicle

1. Vehicles You Own

- a. If the vehicle involved in the accident is owned by you or your spouse, this coverage applies only if it is:

- (1) your car; or
- (2) a trailer described under "Trailer Coverage" for which no extra premium is charged; or
- (3) a newly acquired car. THIS COVERAGE DOES NOT APPLY IF THERE IS OTHER VEHICLE MEDICAL PAYMENTS COVERAGE ON THE NEWLY ACQUIRED CAR.

- b. If your car is also described in a policy issued to you by another company, the total limits of liability shall not exceed those of the policy with the highest limits of liability. We are liable only for our share of the damages. Our share is the per cent that the limit of liability of the policy issued by us bears to the sum of the limits of liability of the policies issued by us and the other company.

2. Policies Issued by Us to You

If two or more vehicle policies providing medical payments coverage issued by us to you apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

3. Temporary Substitute Car, Non-Owned Car, Trailer or Pedestrian

Subject to item 2, this coverage is excess if other vehicle medical payments coverage applies to:

- a. a temporary substitute car, a non-owned car or a trailer; or
- b. bodily injury sustained by a pedestrian.

4. Coverage Available From Other Sources

Subject to items 1, 2 and 3, if other vehicle medical payments coverage applies, we are liable only for our share of the damages. Our share is the per cent that the limit of liability of the policy issued by us bears to the total of all vehicle medical payments coverage applicable to the accident.

What Is Not Covered Under Coverage C

THERE IS NO COVERAGE UNDER MEDICAL PAYMENTS:

1. WHILE A NON-OWNED CAR IS USED:
 - a. BY ANY PERSON EMPLOYED OR ENGAGED IN ANY WAY IN A CAR BUSINESS; OR
 - b. IN ANY OTHER BUSINESS OR JOB. This does not apply when the first person named in the declarations, his or her spouse or any relative is operating or occupying a private passenger car.

2. WHILE OCCUPYING OR THROUGH BEING STRUCK BY ANY MOTOR VEHICLE OR TRAILER:
 - a. DESIGNED MAINLY FOR USE OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
 - b. LOCATED FOR USE AS A RESIDENCE OR PREMISES; OR

3. FOR BODILY INJURY DUE TO WAR OF ANY KIND.
4. FOR MEDICAL EXPENSES FOR BODILY INJURY:
 - a. SUSTAINED WHILE OCCUPYING OR THROUGH BEING STRUCK BY A VEHICLE OWNED BY YOU, YOUR SPOUSE, OR ANY RELATIVE, WHICH IS NOT INSURED UNDER THIS COVERAGE; OR
 - b. TO THE EXTENT:
 - (1) WORKER'S COMPENSATION BENEFITS ARE REQUIRED TO BE PAYABLE; OR
 - (2) MEDICAID BENEFITS ARE PAYABLE; OR
 - c. SUSTAINED BY ANY PERSON, other than the first person named in the declarations, his or her spouse or their relatives, WHILE OCCUPYING A VEHICLE:
 - (1) RENTED TO OTHERS; OR
 - (2) USED TO CARRY PERSONS FOR A CHARGE. This does not apply to a private passenger car used on a share expense basis.
 - d. SUSTAINED BY ANY PERSON WHO AT THE TIME OF THE ACCIDENT:
 - (1) OWNS A MOTOR VEHICLE SUBJECT TO THE NO-FAULT ACT; AND
 - (2) IS NOT INSURED FOR THE COVERAGE REQUIRED BY THE NO-FAULT ACT.

This does not apply to you and, if the accident occurs outside Florida, any relative while occupying your car.

SECTION III — UNINSURED MOTOR VEHICLE — COVERAGES U AND U3

UNINSURED MOTOR VEHICLE — COVERAGE U (Includes Uninsured Motor Vehicle Coverage on an Excess Basis)

You have this coverage if "U" appears in the "Coverages" space on the declarations page.

UNINSURED MOTOR VEHICLE — COVERAGE U3 (Non-Stacking Optional Form)

You have this coverage if "U3" appears in the "Coverages" space on the declarations page.

UNINSURED MOTOR VEHICLE — COVERAGES U and U3

We will pay damages for *bodily injury* an *insured* is legally entitled to collect from the owner or driver of an *uninsured motor vehicle*. The *bodily injury* must be caused by accident arising out of the operation, maintenance or use of an *uninsured motor vehicle*.

Uninsured Motor Vehicle — means:

1. a land motor vehicle, the ownership, maintenance or use of which is:
 - a. not insured, not self-insured or not bonded for bodily injury liability at the time of the accident; or
 - b. insured, self-insured or bonded for bodily injury liability at the time of the accident; but
 - (1) the limits of liability of the insurance, self-insurance or bond are less than required by the financial responsibility act of the state where *your car* is mainly garaged; or
 - (2) the limits of liability of the insurance, self-insurance or bond are less than the damages for *bodily injury* sustained by the *insured*; or
 - (3) the insuring company or self-insurer denies coverage or is or becomes insolvent; or
2. a land motor vehicle whose owner or driver remains unknown and who was the proximate cause of *bodily injury* to an *insured*.

A self-insured motor vehicle is one owned or operated by a self-insurer under any motor vehicle financial responsibility law, a motor carrier law or any similar law.

An *uninsured motor vehicle* does not include a land motor vehicle:

1. insured under the liability coverage of this policy;
2. furnished for the regular use of *you*, *your spouse* or any *relative*;

3. designed for use mainly off public roads except while on public roads; or
4. while located for use as premises.

Who Is an Insured Coverage U

Insured — means the *person* or *persons* covered by uninsured motor vehicle coverage. This is:

1. the first *person* named in the declarations;
2. his or her *spouse*;
3. their *relatives*; and
4. any other *person* while *occupying*:

a. *your car*, a *temporary substitute car*, a *newly acquired car* or a trailer attached to such *car*.

Such vehicle has to be used within the scope of the consent of *you* or *your spouse*; or

b. a *car* not owned by *you*, *your spouse* or any *relative*, or a trailer attached to such a *car*. It has to be driven by the first *person* named in the declarations or that *person's spouse* and within the scope of the owner's consent.

Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*. This does not apply to the use on a share expense basis.

5. any *person* entitled to recover damages because of *bodily injury* to an *insured* under 1 through 4 above.

Coverage U3

Insured — means the *person* or *persons* covered by uninsured motor vehicle coverage. This is:

1. the first *person* named in the declarations;
2. his or her *spouse*;
3. their *relatives*; and
4. any other *person* while *occupying*:

a. *your car*, a *temporary substitute car*, a *newly acquired car* or a trailer attached to such *car*.

Such vehicle has to be used within the scope of the consent of *you* or *your spouse*; or

b. a *car* not owned by *you*, *your spouse*, any *relative* or such other *person* or a trailer attached to such a *car*. It has to be driven by the first *person* named in the declarations or that *person's spouse* and within the scope of the owner's consent.

Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*. This does not apply to the use on a share expense basis.

5. any *person* entitled to recover damages because of *bodily injury* to an *insured* under 1 through 4 above.

Deciding Fault and Amount - Coverages U and U3

Two questions must be decided by agreement between the *insured* and us:

1. Is the *insured* legally entitled to collect damages from the owner or driver of the *uninsured motor vehicle*; and
2. If so, in what amount?

If there is no agreement, then:

1. If both parties consent, these questions shall be decided by arbitration as follows:

Each party shall select a competent and impartial arbitrator. These two shall select a third one. The written decision of any two of the three arbitrators shall be binding on each party. If the two selected arbitrators are unable to agree on a third one within 30 days, the *insured* shall proceed as provided in item 2. below.

The cost of the arbitrator and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties.

The arbitration shall take place in the county in which the *insured* resides unless the parties agree to another place. State court rules governing procedure and admission of evidence shall be used; or

2. If either party does not consent to arbitrate these questions or if the arbitrators selected by each party cannot agree on a third arbitrator, the *insured* shall:

- a. file a lawsuit in the proper court against the owner or driver of the *uninsured motor vehicle* and us, or if such owner or driver is unknown, against us; and
- b. upon filing, immediately give us copies of the summons and complaints filed by the *insured* in that action; and
- c. secure a judgment in that action. The judgment must be the final result of an actual trial and an appeal, if an appeal is taken.

3. If the *insured* files suit against the owner or driver of the *uninsured motor vehicle*, we have the right to defend on the issues of the legal liability of and the damages owed by such owner or driver.

If the *insured* and the *person* or organization legally liable for the *insured's bodily injury* reach a settlement agreement to pay the *insured* such *person's* limits of liability, the *insured* must submit the agreement to us in writing for our approval prior to final execution of such settlement agreement if the settlement would not fully satisfy the *insured's* claim for *bodily injury*; and

- b. an *uninsured motor vehicle* claim has been or will be made against us.

The *insured* may file suit against us and the legally liable *person* if, within 30 days after our receipt of the settlement agreement, we do not:

- a. approve the settlement;
- b. waive our rights of recovery against the *person* or organization legally liable for the *bodily injury*;
- c. authorize the signing of a full release; and
- d. agree to arbitrate the *uninsured motor vehicle* claim.

The suit shall decide:

- a. if the *insured* is legally entitled to collect damages; and
- b. if so, how much?

The limit of *bodily injury* liability of the *person* legally liable shall be exhausted before any award may be entered against us. The award against us shall be binding and conclusive on us and the *insured* up to our coverage limit.

Except as provided above:

1. We are not bound by any judgment against any *person* or organization obtained without our written consent; and,
2. The *insured* shall not enter into any settlement with any *person* or organization legally liable for the *insured's bodily injury* without our written consent if the settlement agreement precludes our right of recovery against such *person* or organization.

Payment of Any Amount Due - Coverages U and U3

We will pay any amount due:

1. to the *insured*;
2. to a parent or guardian if the *insured* is a minor or an incompetent *person*;
3. to the surviving *spouse*; or
4. at our option, to a *person* authorized by law to receive such payment.

Limits of Liability

Coverage U

1. The amount of coverage is shown on the declarations page under "Limits of Liability - U - Each Person, Each Accident." Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one *person*. "*Bodily injury to one person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each

- Person", for all damages due to *bodily injury* to two or more persons in the same accident.
2. This coverage is excess over, but shall not duplicate, any amount:
 - a. paid to or for the *insured* by or for any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; and
 - b. paid or payable under:
 - (1) any worker's compensation, disability benefits, or similar law;
 - (2) the no-fault coverage, or which would be payable except for a deductible;
 - (3) any *car* medical expense coverage; and
 - (4) any *car* liability coverage.
 3. The limits of liability are not increased because:
 - a. more than one vehicle is insured under this policy; or
 - b. more than one *person* is insured at the time of the accident.

Coverage U3

1. The amount of coverage is shown on the declarations page under "Limits of Liability - U3 - Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages due to *bodily injury* to one *person*. "*Bodily injury* to one *person*" includes all injury and damages to others resulting from this *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all damages due to *bodily injury* to two or more *persons* in the same accident.
2. This coverage is excess over, but shall not duplicate, any amount:
 - a. paid to or for the *insured* by or for any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; and
 - b. paid or payable under:
 - (1) any worker's compensation, disability benefits, or similar law;
 - (2) the no-fault coverage, or which would be payable except for a deductible;
 - (3) any *car* medical expense coverage; and
 - (4) any *car* liability coverage.
3. Except as provided in item 3 of "If There Is Other Uninsured Motor Vehicle Coverage", regardless of the number of motor vehicles involved, the number of *persons* covered or claims made, vehicles or premiums shown in the policy or premiums paid, the limit of liability for uninsured motor vehicle coverage shall not be added to or stacked upon limits for such coverages applying to other motor vehicles to determine the

- amount of coverage available to an *insured* injured in any one accident.
4. The limits of liability are not increased because:
 - a. more than one vehicle is insured under this policy;
 - b. more than one *person* is insured at the time of the accident.

When Coverage U Does Not Apply

THERE IS NO COVERAGE:

1. FOR ANY *INSURED* WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY*.
2. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKER'S COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;
 - b. A SELF-INSURER UNDER ANY WORKER'S COMPENSATION, OR DISABILITY BENEFITS OR SIMILAR LAW.
 - c. ANY GOVERNMENTAL BODY OR AGENCY;

When Coverage U3 Does Not Apply

THERE IS NO COVERAGE:

1. FOR ANY *INSURED* WHO, WITHOUT OUR WRITTEN CONSENT, SETTLES WITH ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY*.
2. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKER'S COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY.
 - b. A SELF-INSURER UNDER ANY WORKER'S COMPENSATION, OR DISABILITY BENEFITS OR SIMILAR LAW.
 - c. ANY GOVERNMENTAL BODY OR AGENCY.
3. FOR *BODILY INJURY* TO AN *INSURED* WHILE *OCCUPYING* A MOTOR VEHICLE OWNED BY *YOU, YOUR SPOUSE* OR ANY *RELATIVE* IF IT IS NOT INSURED FOR THIS COVERAGE UNDER THIS POLICY. This does not apply to an *insured occupying a newly acquired car* which has no uninsured motor vehicle coverage applicable to it.

If There Is Other Uninsured Motor Vehicle Coverage

Coverage U

1. If an *insured* is *occupying* or is struck as a pedestrian by a vehicle:

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- a. which is not *your car*; and
 - b. other uninsured motor vehicle coverage applies, this coverage is excess.
2. Subject to item 1 above, if other uninsured motor vehicle coverage applies, we are liable only for our share of the damages. Our share is the per cent that the limit of liability of the coverage issued by us bears to the total of all uninsured motor vehicle coverage applicable to the accident.

Coverage U3

1. If an *insured* sustains *bodily injury* while not occupying a motor vehicle and other uninsured motor vehicle coverage is available:
- a. the *insured* must select the limit of one such coverage under which to make claim; and
 - b. **THIS COVERAGE DOES NOT APPLY IF THE INSURED SELECTS ANY OTHER UNINSURED MOTOR VEHICLE COVERAGE UNDER WHICH TO MAKE CLAIM.**
2. If the *insured* sustains *bodily injury* while occupying *your car*, and *your car* is described on the declarations page of another policy providing uninsured motor vehicle coverage:
- a. the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability; and
 - b. we are liable only for our share. Our share is that per cent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverage applicable to the accident.

3. If an *insured* as defined in item 1, 2 or 3 of the definition of *insured* sustains *bodily injury* while occupying a vehicle not owned by *you*, *your spouse* or a *relative*, such injured *person* can select one uninsured motor vehicle coverage that covers the injured *person* as a named insured or *relative* to apply:
- a. as excess over the coverage on the vehicle *occupied*; or
 - b. as primary if there is no coverage on the vehicle *occupied*.

THIS COVERAGE DOES NOT APPLY IF OTHER APPLICABLE COVERAGE IS SELECTED.

4. If an *insured* as defined in item 4 of the definition of *insured* sustains *bodily injury* while occupying a vehicle not owned by *you*, *your spouse*, *your relatives* or such *insured*:
- a. **THIS COVERAGE DOES NOT APPLY TO SUCH INSURED IF THERE IS OTHER UNINSURED MOTOR VEHICLE COVERAGE:**
 - (1) APPLICABLE TO THE VEHICLE *OCCUPIED*; OR
 - (2) AVAILABLE TO SUCH *INSURED* AS A NAMED *INSURED* OR *INSURED FAMILY MEMBER* UNDER ANOTHER POLICY PROVIDING UNINSURED MOTOR VEHICLE COVERAGE.
 - b. and, subject to a. above, coverage under more than one policy issued to *you*, *your spouse* or *your relatives* is applicable, the injured *person* can select one such uninsured motor vehicle coverage to apply.

THIS COVERAGE DOES NOT APPLY IF OTHER APPLICABLE COVERAGE IS SELECTED.

SECTION IV - PHYSICAL DAMAGE COVERAGES

Loss - means, when used in this section, each direct and accidental loss of or damage to:

1. **your car;**
2. its equipment which is common to the use of **your car** as a vehicle; or
3. clothes and luggage insured; and
4. a detachable living quarters attached or removed from **your car** for storage. Detachable living quarters includes its body and items securely fixed in place as a permanent part of the body. **You** must have told us about the living quarters before the **loss** and paid any extra premium needed.

COMPREHENSIVE - COVERAGE D. **You** have this coverage if "D" appears in the "Coverages" space on the declarations page. If a deductible applies the amount is shown by the number beside "D".

1. Loss to Your Car. We will pay for **loss to your car EXCEPT LOSS BY COLLISION** but only for the amount of each such **loss** in excess of the deductible amount, if any. The deductible amount shall not apply to **loss** due to breakage of glass.

Breakage of glass, or **loss** caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, is payable under this coverage. **Loss** due to hitting or being hit by a bird or an animal is payable under this coverage.

2. We will repay **you** for transportation costs if **your car** is stolen. We will pay up to \$16 per day for the period that begins 48 hours after **you** tell us of the theft. The period ends when we offer to pay for **loss**.

COLLISION - 80% - COVERAGE F. **You** have this coverage if "F" appears in the "Coverages" space on the declarations page.

We will pay 80% of the first \$250 and 100% over that amount of **loss to your car** caused by **collision**. If the **collision** is with another motor vehicle insured by us, we will pay 100% of the **loss**.

COLLISION - COVERAGE G. **You** have this coverage if "G" appears in the "Coverages" space on the declarations page. The deductible amount is shown by the number beside "G".

We will pay for **loss to your car** caused by **collision** but only for the amount of each such **loss** in excess of the deductible amount. If the **collision** is with another motor vehicle insured with us, **you** do not pay **your** deductible if it is \$100 or less as we pay it.

Collision - means **your car** upset or hit or was hit by a vehicle or other object.

Clothes and Luggage - Comprehensive and Collision Coverages

We will pay for **loss** to clothes and luggage owned by the first **person** named in the declarations, his or her **spouse**, and their **relatives**. These items have to be in or on **your car**. **Your car** has to be covered under this policy for:

1. Comprehensive, and the **loss** caused by fire, lightning, flood, falling objects, explosion, earthquake or theft. If the **loss** is due to theft, **YOUR ENTIRE CAR MUST HAVE BEEN STOLEN**;
2. Collision, and the **loss** caused by **collision**.

We will pay up to \$200 for **loss** to clothes and luggage in excess of any deductible amount shown for comprehensive or collision. \$200 is the most we will pay in any one occurrence even though more than one **person** has a **loss**. This coverage is excess over any other coverage.

Limit of Liability - Comprehensive and Collision Coverages

The limit of our liability for **loss** to property or any part of it is the lower of:

1. the actual cash value; or
2. the cost of repair or replacement.

Actual cash value is determined by the market value, age and condition at the time the **loss** occurred. Any deductible amount that applies is then subtracted. The cost of repair or replacement is based upon:

1. the cost of repair agreed upon by **you** and us, or
2. the lower of:
 - a. a competitive bid approved by us, or
 - b. an estimate written based upon the prevailing competitive price. The prevailing competitive price means labor rates, parts prices and material prices charged by a substantial number of the repair facilities in the area where the **car** is to be repaired as determined by a survey made by us. If **you** ask, we will identify some facilities that will perform the repairs at the prevailing competitive price.

Any deductible amount that applies is then subtracted.

Settlement of Loss - Comprehensive and Collision Coverages

We have the right to settle a **loss** with **you** or the owner of the property in one of the following ways:

1. pay up to the actual cash value;
2. pay to repair or replace the property or part with like kind and quality. If the repair or replacement results in better than like kind and quality, you must pay for the amount of the betterment;
3. return the stolen property and pay for any damage due to the theft; or
4. take the property at an agreed value; but it cannot be abandoned to us.

If we can pay the *loss* under either comprehensive or collision, we will pay under the coverage where you collect the most.

When there is *loss to your car*, clothes and luggage in the same occurrence, any deductible will be applied first to the *loss to your car*. You pay only one deductible.

EMERGENCY ROAD SERVICE — COVERAGE H. You have this coverage if "H" appears in the "Coverages" space on the declarations page.

We will pay the fair cost you incur for *your car* for:

1. mechanical labor up to one hour at the place of its breakdown;
 2. towing to the nearest place where the necessary repairs can be made during regular business hours if it will not run;
 3. towing it out if it is stuck on or immediately next to a public highway;
 4. delivery of gas, oil, loaned battery, or change of tire.
- WE DO NOT PAY FOR THE COST OF THESE ITEMS.**

CAR RENTAL EXPENSE — COVERAGE R. You have this coverage if "R" appears in the "Coverages" space on the declarations page.

We will repay you up to \$10 per day when you rent a car from a car rental agency or garage due to a *loss to your car* which would be payable under coverage D, F or G, starting:

1. when it cannot run due to the *loss*; or
 2. if it can run, when you leave it at the shop for agreed repairs;
- and ending when:

1. it has been repaired or replaced, or
2. we offer to pay for the *loss*, or
3. you incur 30 days rent, whichever comes first.

Any car rent payable under coverage R is REDUCED TO THE EXTENT IT IS PAYABLE UNDER COMPREHENSIVE.

CAR RENTAL AND TRAVEL EXPENSES — COVERAGE R1. You have this coverage if "R1" appears in the "Coverages" space on the declarations page.

1. **Car Rental Expense.** We will:

- a. repay you up to \$16 per day when you rent a car from a car rental agency or garage; OR
- b. pay you \$10 per day if you do not rent a car while your car is not usable

due to a *loss to your car* which would be payable under coverage D, F or G.

This applies during a period starting:

- a. when your car cannot run due to the *loss*; or
 - b. if your car can run, when you leave it at the shop for agreed repairs;
- and ending:
- a. when it has been repaired or replaced, or
 - b. (1) when we offer to pay for the *loss*, if your car is repairable, or

(2) five days after we offer to pay for the *loss*,

- (a) your car was stolen and not recovered, or
- (b) we declare it a total loss,

whichever comes first.

Any car rent payable under this coverage is REDUCED TO THE EXTENT IT IS PAYABLE UNDER COMPREHENSIVE.

2. **Travel Expenses.** If your car cannot run due to a *loss* which would be payable under coverage D, F or G more than 50 miles from home, we will repay you for expenses incurred by you, your spouse and any relative for:

- a. Commercial transportation fares to continue to your destination or home.
- b. Extra meals and lodging needed when the *loss to your car* causes a delay enroute. The expenses must be incurred between the time of the *loss* and your arrival at your destination or home or by the end of the fifth day, whichever occurs first.
- c. Meals, lodging and commercial transportation fares incurred by you or a person you choose to drive your car from the place of repair to your destination or home.

3. **Rental Car — Repayment of Deductible Amount Expense.** We will repay the expense of any deductible amount you are required to pay the owner under comprehensive or collision coverage in effect on a substitute car rented from a car rental agency or garage.

Total Amount of Expenses Payable - Coverage R1

1. The most we will pay for the total of the "Car Rental Expense" and "Rental Car Repayment of Deductible Amount Expense" incurred in any one occurrence is \$400.
2. The most we will pay for "Travel Expenses" incurred by all *persons* in any one occurrence is \$400.

Trailer Coverage

1. Owned Trailer

- Your trailer is covered:
- a. when it is described on the declarations page of the policy; and
 - b. for the coverages shown as applying to it.

2. Non-Owned Trailer or Detachable Living Quarters

Any physical damage coverage in force on *your car* applies to a non-owned:

- a. trailer, if it is designed for use with a *private passenger car*, or
- b. detachable living quarters unit used by the first *person* named in the declarations, his or her *spouse* or their *relatives*.

The most we will pay under the comprehensive or collision coverage for a *loss* to such non-owned trailer or unit is \$500.

A non-owned trailer or detachable living quarters unit is one that:

1. is not owned by or registered in the name of:
 - a. *you, your spouse, any relative;*
 - b. any other *person* residing in the same household as *you, your spouse* or any *relative;* or
 - c. an employer of *you, your spouse* or any *relative;* and
2. has not been used by, rented by or in the possession of *you, your spouse* or any *relative* during any part of each of the preceding 21 days; and
3. is used by *you, your spouse* or any *relative* and such *persons* have not used or rented any non-owned trailer or detachable living quarters unit during any part of more than 45 days in the 365 days preceding the date of the accident or *loss*.

Coverage for the Use of Other Cars

The coverages in this section *you* have on *your car* extend to a *loss* to a *newly acquired car, a temporary substitute car* or a *non-owned car*. These coverages extend to a *non-owned car* while it is driven by or in the custody of an *insured*.

Insured - as used in this provision means:

1. the first *person* named in the declarations;
2. his or her *spouse;* or
3. their *relatives.*

When Coverages D, F, G, H, R and R1 Do Not Apply

THERE IS NO COVERAGE FOR:

1. A NON-OWNED CAR:

- a. IF THE DECLARATIONS STATE THE "USE" OF *YOUR CAR* IS other than pleasure and business;
- b. WHILE BEING REPAIRED, SERVICED OR USED BY ANY *PERSON* WHILE THAT *PERSON* IS WORKING IN ANY *CAR BUSINESS;* OR
- c. WHILE USED IN ANY OTHER BUSINESS OR OCCUPATION. This does not apply to a *private passenger car* driven or *occupied* by the first *person* named in the declarations, his or her *spouse* or their *relatives*.

2. ANY VEHICLE WHILE:

- a. RENTED TO OTHERS OR USED TO CARRY *PERSONS* FOR A CHARGE. This does not apply to the use on a share expense basis; OR
- b. SUBJECT TO ANY LIEN, RENTAL OR SALES AGREEMENT NOT SHOWN IN THE DECLARATIONS.

3. LOSS TO ANY VEHICLE DUE TO:

- a. TAKING BY ANY GOVERNMENTAL AUTHORITY;
- b. WAR OF ANY KIND;
- c. AND LIMITED TO WEAR AND TEAR, FREEZING, MECHANICAL OR ELECTRICAL BREAKDOWN OR FAILURE. This does not apply when the *loss* is the result of a theft covered by this policy. Nor does it apply to emergency road service; OR
- d. CONVERSION, EMBEZZLEMENT OR SECRETION BY ANY *PERSON* WHO HAS THE VEHICLE DUE TO ANY LIEN, RENTAL OR SALES AGREEMENT.

4. TIRES unless:

- a. stolen, or damaged by fire or vandalism; or
- b. other *loss* covered by this section happens at the same time.

5. TAPES OR DISCS FOR RECORDING OR REPRODUCING SOUND.

6. ANY RADAR DETECTOR.

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If There Is Other Physical Damage Coverage or If You Own More Than One Vehicle

1. Vehicles You Own

a. If the vehicle involved in the accident is owned by *you* or *your spouse*, this coverage applies only if it is:

- (1) *your car*; or
- (2) a *newly acquired car*. THIS INSURANCE DOES NOT APPLY IF THERE IS SIMILAR COVERAGE ON THE *NEWLY ACQUIRED CAR*.

b. If *your car* is also described in a policy issued to *you* by another company, the total limits of liability shall not exceed those of the policy with the highest limits of liability. We are liable only for our share of the damages. Our share is the per cent that the limit of liability of the policy issued by us bears to the sum of the limits of liability of the policies issued by us and the other company.

2. Policies Issued by Us to You

If two or more vehicle policies issued by us to *you* apply to the same *loss* or occurrence, we will pay under the policy with the highest limit.

3. Temporary Substitute Car, Non-Owned Car or Trailer

If a *temporary substitute car*, a *non-owned car* or trailer designed for use with a *private passenger car* has other coverage on it, then this coverage is excess.

4. Coverage Available From Other Sources

Subject to items 1, 2 and 3, if other coverage applies to the *loss* or expenses, we will pay only our share. Our share is the per cent that the limit of liability of the policy issued by us bears to the total of all coverage that applies.

No Benefit to Bailee

These coverages shall not benefit any carrier or other bailee for hire liable for *loss*.

Two or More Vehicles

If two or more of *your cars* are insured for the same coverage, the coverage applies separately to each.

**SECTION V - DEATH, DISMEMBERMENT AND LOSS OF SIGHT -
COVERAGE S**

If "S" is shown in the "Coverages" space on the declarations page each *insured* has the coverage.

We will pay the amount shown in the schedule that applies for death, or *loss*, caused by accident. The *insured* has to be *occupying* or be struck by a land motor vehicle or trailer. The death or *loss* must be the direct result of the accident and not due to any other cause. The death or *loss* must occur within 90 days of the accident.

Insured - means a *person* listed under "Persons Insured - Coverage S" on the declarations page.

Loss - means the loss of:

1. the foot or hand, cut off through or above the ankle or wrist; or
2. the whole thumb or finger; or
3. all sight.

The Most We Pay

The most we will pay because of the death of, or *loss* to, the *insured*, except as provided below, is shown under "Amounts" next to his or her name on the declarations page.

The amount shown in the schedule for death or *loss* is doubled for an *insured* who, at the time of the accident, is using the vehicle's complete restraint system as recommended by the vehicle's manufacturer.

If the *insured* dies as a result of this accident, any payment made or due for *loss* reduces the amount of the death payment.

SCHEDULE

	If amount under S in the declarations is:	
	\$5,000	\$10,000
Death	\$5,000	\$10,000
<i>Loss</i> of:		
hands; feet; sight of eyes; one hand & one foot; or one hand or one foot & sight of one eye	5,000	10,000
one hand or one foot; or sight of one eye	2,500	5,000
thumb & finger on one hand; or three fingers	1,500	3,000
any two fingers	1,000	2,000

Payment of Any Amount Due

We will pay any amount due:

1. to the *insured*;

2. to a parent or guardian if the *insured* is a minor or an incompetent *person*;
3. to the surviving *spouse*; or
4. at our option, to any *person* or organization authorized by law to receive such payment.

Any payment made is to its extent a complete discharge of our obligations. We are not responsible for the way the money is used.

Autopsy

We have the right to have an autopsy made where it is not forbidden by law.

When Coverage S Does Not Apply

THIS COVERAGE DOES NOT APPLY TO DEATH OF OR LOSS TO AN INSURED:

1. WHILE ON THE JOB, OPERATING, OCCUPYING, LOADING OR UNLOADING:
 - a. AN EMERGENCY VEHICLE; OR
 - b. A VEHICLE USED IN THE *INSURED'S* BUSINESS OR JOB.

But 1.b. does not apply if the vehicle is:

 - (1) a *private passenger car* or school bus; or
 - (2) of the pickup or van type, with a Gross Vehicle Weight of 10,000 pounds or less, while not used for delivery.
2. WHILE:
 - a. ON THE JOB IN ANY *CAR BUSINESS*; OR
 - b. OCCUPYING ANY:
 - (1) VEHICLE WHILE BEING USED IN A RACE; OR
 - (2) MILITARY VEHICLE.
3. DUE TO:
 - a. DISEASE except pus forming infection due to *bodily injury* received in the accident; or
 - b. SUICIDE OR ATTEMPTED SUICIDE WHILE SANE OR INSANE; OR
 - c. WAR OF ANY KIND.
4. WHILE OCCUPYING OR THROUGH BEING STRUCK BY A MOTOR VEHICLE OR TRAILER:
 - a. THAT RUNS ON RAILS OR CRAWLER-TREADS;
 - b. DESIGNED FOR USE MAINLY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
 - c. LOCATED FOR USE AS PREMISES.

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CONDITIONS

1. Policy Changes

- a. **Policy Terms.** The terms of this policy may be changed or waived only by:
- (1) an endorsement signed by one of our executive officers; or
 - (2) the revision of this policy form to give broader coverage without an extra charge. If any coverage *you* carry is changed to give broader coverage, we will give *you* the broader coverage without the issuance of a new policy as of the date we make the change effective.
- b. **Change of Interest.** No change of interest in this policy is effective unless we consent in writing. However, if *you* die, we will protect as named insured, except under death, dismemberment and loss of sight coverage:
- (1) *your* surviving spouse;
 - (2) any *person* with proper custody of *your* car, a newly acquired car or a temporary substitute car until a legal representative is qualified; and then
 - (3) the legal representative while acting within the scope of his or her duties.

Policy notice requirements are met by mailing the notice to the deceased named insured's last known address.

- c. **Consent of Beneficiary.** Consent of the beneficiary under death, dismemberment and loss of sight coverage is not needed to cancel or change the policy.
- d. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.
- ### 2. Suit Against Us

There is no right of action against us:

- a. until all the terms of this policy have been met; and
 - b. under the liability coverage, until the amount of damages an *insured* is legally liable to pay has been finally determined by:
 - (1) judgment after actual trial, and appeal if any; or
 - (2) agreement between the *insured*, the claimant and us.
- Bankruptcy or insolvency of the *insured* or his or her estate shall not relieve us of our obligations:
- a. under no-fault, medical payments, uninsured motor vehicle, any physical damage, and death, dismemberment and loss of sight coverages, until 30 days after we get the *insured's* notice of accident or loss;

3. Our Right to Recover Our Payments

- a. Medical payments and death, dismemberment and loss of sight coverage payments are not recoverable by us.
 - b. Under uninsured motor vehicle coverage:
 - (1) we are subrogated to the extent of our payments to the proceeds of any settlement the injured *person* recovers from any party liable for the *bodily injury*.
 - (2) if the *person* to or for whom we have made payment has not recovered from the party at fault, he or she shall:
 - (a) keep these rights in trust for us;
 - (b) execute any legal papers we need; and
 - (c) when we ask, take action through our representative to recover our payments.
- We are to be repaid our payments, costs and fees of collection out of any recovery.
- c. Under the liability and physical damage coverages the right of recovery of any party we pay passes to us. Such party shall:
 - (1) not hurt our rights to recover; and
 - (2) help us get our money back.

4. Cancellation

How You May Cancel. *You* may cancel *your* policy by notifying us in writing of the date to cancel, which must be later than the date *you* mail or deliver it to us. We may waive these requirements by confirming the date and time of cancellation to *you* in writing.

How and When We May Cancel. We may cancel *your* policy by written notice, mailed to *your* last known address. The notice shall give the date cancellation is effective. It will be mailed to *you* at least:

- a. 10 days before the cancellation effective date if the cancellation is because of non-payment of premium; or
- b. 45 days before the cancellation effective date if the cancellation is because of any other reason.

Unless we mail a notice of cancellation to *you* within 59 days of the policy effective date, we will not cancel *your* policy before the end of the current policy period unless:

- a. *you* fail to pay the premium when due; or
- b. *you*, *your* spouse, any relative or any other *person* who usually drives *your* car has had his or her driver's license under suspension or revocation during the 180 days just before the effective date of the policy or during the policy period.

Return of Unearned Premium. If *you* cancel, premium will be earned on a pro-rata basis. We will add any

charges. If we cancel, premium will be earned on a pro-rata basis. Any unearned premium may be returned at the time we cancel or within a reasonable time thereafter. Delay in the return of unearned premium does not affect the cancellation.

5. **Renewal**

Unless we mail to *you* written notice of cancellation or a notice of our intention not to renew the policy, we agree to renew the policy for the next policy period upon *your* payment of the renewal premium. It is agreed that the renewal premium will be based upon the rates in effect, the coverages carried, the applicable limits of liability, deductibles and other elements that affect the premium that apply at the time of renewal.

Other elements that may affect *your* premium include, but are not limited to:

- a. drivers of *your car* and their ages and marital status;
- b. *your car* and its use;
- c. eligibility for discounts or other premium credits;
- d. applicability of a surcharge based either on accident history, or on other factors.

A notice of our intention to not renew will be mailed to *your* last known address at least 45 days before the end of the current policy period.

6. **Change of Residence**

When we receive notice that the location of principal garaging of the vehicle described on the declarations page has been changed, we have the right to recalculate the premium based on the coverages and rates applicable in the new location. When the change of location is from one state to another and *you* are a risk still acceptable to us at the time *you* notify us of the change, we shall replace this policy with the policy form currently in use in the new state of garaging. The word 'state' means one of the United States of America, the District of Columbia or a province of Canada.

7. **Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois, and countersigned on the declarations page by a duly authorized representative of the Company.



SECRETARY



PRESIDENT

5	Reporting a Claim - Insured's Duties - What to do if <i>you</i> have an accident, claim or are sued.
3	Defined Words
4	Declarations Continued
4	When and Where Coverage Applies
5	Financed Vehicles - Coverage for Creditor

Coverages

6	A - Liability - When there is damage to others.
9	P - No-Fault - When there are medical expenses, work loss or death.
11	C - Medical Payments - When there are medical and funeral expenses.
13	U - Uninsured Motor Vehicle - When the other car or driver is not insured or is underinsured. (Underinsured coverage is on an excess basis.)
13	U3 - Uninsured Motor Vehicle - When the other car or driver is not insured or is underinsured. (Non-Stacking Optional Form.)
17	D - Comprehensive - When <i>your car</i> is damaged except by collision or upset. Any deductible amount is shown by the number beside "D" on the declarations page.
17	F - Collision - 80% - When <i>your car</i> is damaged by collision or upset.
17	G - Collision - When <i>your car</i> is damaged by collision or upset. The deductible is shown by the number beside "G" on the declarations page.
18	H - Emergency Road Service - When <i>your car</i> breaks down or needs a tow.
18	R - Car Rental Expense - When <i>you</i> need to rent a car because of damage to <i>your car</i> .
18	R1 - Car Rental and Travel Expenses - When <i>you</i> need to rent a car and pay extra travel expenses because of damage to <i>your car</i> .
21	S - Death, Dismemberment and Loss of Sight - Pays for death of or certain injuries to <i>persons</i> named.

Conditions

22	1. Policy Changes
22	2. Suit Against Us
22	3. Our Right To Recover Our Payments
22	4. Cancellation
23	5. Renewal
23	6. Change of Residence
23	7. Participating Policy