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IN THE SUPREME COURT OF FLORIDA

CASE NO. SC18-320

AMERICAN SOUTHERN HOME INSURANCE COMPANY,

Petitioner,

vs.

LOUIS PHILIP LENTINI, ETC.,

Respondent.
_____ /

L.T. Case No.: 5D17-326

ON DISCRETIONARY REVIEW OF A DECISION OF THE DISTRICT COURT OF APPEAL OF FLORIDA, FIFTH DISTRICT

APPENDIX TO PETITIONER'S INITIAL BRIEF

WHITE & CASE LLP
200 S. Biscayne Blvd., Suite 4900
Miami, Florida 33131-2352
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Raoul G. Cantero
Florida Bar No. 552356
David P. Draigh
Florida Bar No. 625268
Zachary B. Dickens
Florida Bar. No. 98935

HINSHAW & CULBERTSON LLP
2525 Ponce de Leon Blvd., 4th Floor
Coral Gables, Florida 33134
Telephone: (305) 358-7747
Facsimile: (305) 577-1063
Andrew E. Grigsby
Florida Bar No. 328383

Counsel for Petitioner,
American Southern Home Ins. Co.

RECEIVED, 06/20/2018 03:28:32 PM, Clerk, Supreme Court

CERTIFICATE OF SERVICE

I CERTIFY that this appendix was filed with the Clerk of Court and served electronically via the Florida Courts E-Portal System to the following parties on June 20, 2018:

The Carlyle Appellate Law Firm
John N. Bogdanoff, Esq.
Shannon McLin Carlyle, Esq.
121 S. Orange Ave., Suite 1500
Orlando, FL 32801
Telephone: (407) 377-6870
Facsimile: (352) 259-8842
E-mail: served@appellatelawfirm.com
E-mail: jbogdanoff@appellatelawfirm.com
E-mail: scarlyle@appellatelawfirm.com
E-mail: psullivan@appellatelawfirm.com

Clark & Martino, P.A.
Anthony T. Martino, Esq.
3407 West Kennedy Blvd.
Tampa, Florida 33609
Telephone: (813) 879-0700
Facsimile: (813) 879-5498
E-mail: amartino@clarkmartino.com

Counsel for Respondent

By: /s/ *Raoul G. Cantero*
Raoul Cantero

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TAB 1

Heacock Classic

Policy Number: **050-252-380**
Policy Period: **05/10/2015 to 05/10/2016**
(12:01 A.M. Standard Time)

Named Insured:
MICHAEL E LENTINI
8069 Wysocki Ct
Spring Hill FL 34606-1910

Agent:
Heacock Classic Insurance
PO Box 7788
Sebring, FL 33872
(800) 678-5173

Dear Valued Client,

Heacock Classic is pleased to provide you with a renewal for your collector vehicle insurance policy.

We have prepared a package of materials for you, which includes your policy documents and declaration pages. I encourage you to take a few minutes to review your policy materials, especially your declaration pages, to make sure the coverages, limits of coverage and deductibles still meet your needs. If your needs have changed or if you would like to discuss your coverage needs, please contact our office at 1-800-678-5173.

You will also find a billing invoice included in this packet of materials. We have enclosed an envelope for your convenience when sending in your payment. If you have already submitted payment, please disregard the enclosed billing invoice.

For more than 90 years, Heacock Insurance has been committed to providing quality insurance products and services. Your satisfaction with these products and services is of the utmost importance to us. Rest assured, you have a great team of insurance professionals working for you.

Thank you for the privilege of serving your insurance needs. It's a responsibility we take very seriously.

Very truly yours,

Ford Heacock, President

THIS POLICY IS CERTIFIED TO BE A TRUE AND CORRECT COPY OF POLICY #:
050-252-380

AMERICAN MODERN INSURANCE GROUP

Date Prepared: March 20, 2015

BILLING INVOICE

Policy Number: **050-252-380**
Policy Period: **May 10, 2015 to May 10, 2016**

Agent:
Ford Walker Heacock
C/O Heacock Classic
PO BOX 7788
SEBRING FL 33872-0114

Named Insured:
MICHAEL E LENTINI
8069 Wysocki Ct
Spring Hill FL 34606-1910

Your Producer:
None

Policy Type: Collector Vehicle

Dear MICHAEL E LENTINI:

In order to ensure continuous coverage, payment must be received by the due date. You may pay the minimum amount due now or pay your policy in full.

Payments received after due date may be assessed a charge.

Payment Due Date: **05/10/15**
Minimum Amount Due: **$104.00**

CONTACT INFORMATION
You may contact Ford Walker Heacock at (800) 678-5173.

CONVENIENT PAYMENT AND BILLING OPTIONS
Sign up for EZPay today! EZPay is our electronic funds transfer service that safely transfers your insurance payments automatically from your credit card, checking or savings account. All bill plan changes are made upon request only.

We have several easy ways for you to make your payment at no additional cost. Be sure to have your policy number ready.

- Pay your bill online at www.amig.com
- Call our automated system at 1-800-543-2644
- Mail your payment to the following address:
  American Modern Insurance Group
  PO Box 740655
  Cincinnati, Ohio 45274-0655

Open your personal *Online Services* account at amig.com
You probably already manage many of your financial needs on the web. Now, you can manage your American Modern insurance documents online, too with *Online Services*. **Sign up and sign in at www.amig.com for the ability to:**

- view your policy documents and billing statements online 24/7
- make corrections to your name and address
- file a claim
- make payments or sign up for EZPay, a convenient and secure electronic monthly payment plan.

Plus, it's a painless way to conserve paper and energy. Because when you sign up for American Modern's *Online Services*, you'll no longer need us to mail paper copies of most insurance documents. **So, save time. Save a tree. Sign up and sign in today at www.amig.com.**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

** Payments can be made by check or credit card at amig.com, by mail, or by calling our automated system at 1-800-543-2644.**

Billing Client:
MICHAEL E LENTINI
8069 Wysocki Ct
Spring Hill FL 34606-1910

Please indicate any address/phone number changes below.

☐ Named Insured Mailing Address ☐ Billing Client Mailing Address ☐ Risk Location

New Address: _____
City: _____ State: _____ Zipcode: _____
Home Phone: (___) _____ Work Phone: (___) _____
E-Mail: _____

Policy Number:	**050-252-380**
Payment Due Date:	**05/10/15**
Minimum Amount Due:	**$104.00**
OR	
Pay in Full:	**$416.00**

Please make checks payable to:
AMERICAN SOUTHERN HOME INSURANCE COMPANY

Credit Card Information (Please select one)

☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Card Number: _____
Exp. Date (MM/YY): ____/____
Amount to be charged: $ _____
Signature: _____

Do not write below this section of coupon. RENB

00010080001050252380000000416000000000104007

A. 6

FORD WALKER HEACOCK
C/O HEACOCK CLASSIC
PO BOX 7788
SEBRING FL 33872-0114

050-252-380
MICHAEL E LENTINI
8069 WYSOCKI CT
SPRING HILL FL 34606-1910

Policy Number: **050-252-380** Billing Payment Schedule Pay in Full: **$416.00**

Due Date	Payment Amount Due (Including charges)	Due Date	Payment Amount Due (Including charges)
08/10/15	$107.00		
11/10/15	$107.00		
02/10/16	$107.00		

Your billing payment schedule includes the remaining amounts due for your current policy term. Changes to your policy would result in a new billing payment schedule and new payment amounts. Each scheduled installment includes a $3.00 service charge.

PLEASE BE SURE THE RETURN ADDRESS BELOW SHOWS THROUGH THE ENVELOPE WINDOW

Send Payment Only To:

AMERICAN MODERN INS
P.O. BOX 740655
CINCINNATI OH 45274-0655

A. 7

American Modern Collector Vehicle
Policy Overview

Thank you for your interest in an American Modern Collector Vehicle policy. This document is meant to provide an overview of some unique traits of this collector vehicle policy. Concerns regarding these items should be discussed with your agent to ensure the proper coverage selection. This does not replace or change any policy language.

We expect that the vehicles insured under this policy are:

* **of a collectible nature**. We generally define collectible nature as vehicles whose characteristics (unique features, rarity, and/or overall popularity with various generations) raise the desirability of that vehicle beyond that of a common auto. As such the protection and care provided these vehicles by their owners exceed that of a daily use auto;
* **used primarily for occasional pleasure use**. We define this as activities consistent with or related to participation in vehicle shows/exhibitions, vehicle club activities, parades, and leisure/pleasure drives. Leisure/pleasure drive does not include incidental driving to work unless policy is properly endorsed (limitations on availability may apply);
* **not anyone's principal means of transportation**. This means that their primary purpose is not for general transportation including regular driving to work and/or school, errands or shopping; and
* **stored in a fully enclosed and lockable permanent structure** that is able to protect the vehicle from the elements when not in use. Other storage options may be acceptable with prior approval from the company.

We expect you to:

* **Notify us of all licensed household members** and any other regular operators. Failure to notify us of all licensed household members may result in coverage not being available if they operate your vehicle.

We want you to be aware that the **coverage provided by this policy** is:

* intended to respond to situations involving your collector vehicle. Coverage is generally not available for situations involving other vehicles not directly insured by this policy, including your regular use vehicles or non-owned autos;
* generally dependent upon adherence to the usage and storage expectations; and
* not available when engaging in any off road driving, race, driver education, or similar event.

Some **unique coverage** included with our standard collector vehicle policy:

* **Agreed Value with Inflation Guard** – if the vehicle is destroyed or not able to be repaired, you will receive the amount that we agreed upon and is shown in your declaration page plus an additional 2% of the agreed value per quarter throughout the policy term.
* **$2,000 coverage for spare parts**, accessories, and emergency tools. Additional limits available.
* **$75 per occurrence for towing**. Ability to increase to $200 plus additional benefits.
* **$600 per occurrence for Trip Interruption** to cover transportation, expense, and meal costs resulting from a covered loss when traveling away from home.
* **$750 for injury/death to your pet** if injured or killed while occupying your collector vehicle.

Florida Important Notice

Use of Medical Fee Schedule for Personal Injury Protection Claims

We will limit reimbursement of medical expenses to 80 percent of a properly billed reasonable charge, but in no event will we pay more than 80 percent of the following schedule of maximum charges:

a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.

b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.

c. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.

d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.

e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.

f. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians fee schedule of Medicare Part B, except as provided in sub-subparagraphs (II) and (III).

(II) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.

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

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-subparagraph, we will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

IMPORTANT NOTICE
BILLING REFERENCE INFORMATION

Payment Services

- Online Services www.amig.com
- Automated Customer Service and Direct Customer Care: **1-800-543-2644**
- Agents Office: (800) 678-5173
- Company Addresses

Standard Mailing:
American Modern Insurance Group
PO BOX 740429
Cincinnati, Ohio 45274-0429

Overnight Mailing:
American Modern Insurance Group
Attn: Accounting Dept.
7000 Midland Blvd.
Amelia, Ohio 45102

Installment Payment Plan Options

- Payment plan options are flexible, and vary by product. Your agent can advise which options are available for your account.
- Electronic Funds Transfer (EFT) is available for monthly automatic withdrawals from your checking or savings account or credit card. You may choose your payment withdrawal day of the month.

How You Pay

- Electronic (one time) payments can be made from a checking or savings account, debit card, and the following credit cards: Visa, MasterCard, Discover and American Express.
- Paper payments can be made by check or money orders. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to use payment as a check transaction.
- Payments can be made online Monday through Friday from 7:00am to 12:00am EST, and Saturday and Sunday from 8:00am to 9:00pm EST.

Charges

- **Service Charge** of $3.00 applies for each installment, except for annual payment plans.
- **Late Charge** of $10.00 may be assessed, if payment is received after due date and a notice of cancellation is generated.
- **Reinstatement Charge of** $0.00 will be assessed if the company elects to rewrite or reinstate your policy when the amount due is paid after the cancellation date.
  - Reinstatement is not guaranteed and may or may not include a gap in coverage.
- **Non Sufficient Funds (NSF) Charge** of $15.00 will be assessed for any payments returned from the issuing bank due to unavailable funds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY EXECUTION ENDORSEMENT

The Company has caused this policy to be signed by the President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.

AMERICAN SOUTHERN HOME INSURANCE COMPANY

Secretary

President

PEF00 (03/09)

Page 1 of 1

A. 11

UNINSURED MOTORISTS COVERAGE - RENEWAL/MIDTERM SELECTION OR REJECTION

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for bodily injury or death caused by owners or operators of uninsured motor vehicles. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle with bodily injury liability limits less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorist coverage at limits equal to the Bodily Injury Liability limits in your policy unless you, in writing, select a lower limit offered by the company, or reject Uninsured Motorist coverage entirely.

If you have previously completed and signed a selection of coverage form and do not wish to make a change, no further action is required. Your selection will be reflected on your declarations page. If you would like to amend your rejection or prior selection, please indicate below and submit this form with the desired changes. However, if you change your Bodily Injury Liability limits, your Uninsured Motorist limits will match the revised Bodily Injury Liability limits on a stacked basis, until a new election form is completed.

Please indicate whether you desire to reject Uninsured Motorist coverage entirely, whether you desire this coverage at limits lower than or equal to the Bodily Injury Liability limits of your policy:

- ☐ I hereby reject Uninsured Motorist coverage.
- ☐ I hereby select Uninsured Motorist limits of _____ which are lower than my Bodily Injury Liability limits.
- ☒ I hereby select Uninsured Motorists limits equal to my Bodily Injury Liability limits. (If you select this option, disregard the bold statement above unless you elect the non-stacked option below.)

ELECTION OF STACKED OR NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist coverage)

You have the option to purchase, at a reduced rate, non-stacked (limited) Uninsured Motorist coverage. Under this coverage, if injury occurs in a vehicle owned or leased by you or any family member who resides with you, coverage will apply only to the extent that it pertains to that one vehicle in this policy. If any injury occurs while you occupy someone else's vehicle or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any vehicle for which you are:

1. a named insured;
2. an insured family member; or
3. an insured resident of the named insured's household.

This policy will not apply if you select the coverage available under any other policy issued to you or the policy of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your policy limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your policy limits would automatically change during the policy term if you increase or decrease the number of autos covered under the policy.

- ☐ I hereby elect the non-stacked form of Uninsured Motorist coverage.
- ☒ I hereby elect the stacked form of Uninsured Motorist coverage. (If you select this option, disregard the bold face statement at the top of this page, unless you elect Uninsured Motorist limits less than your Bodily Injury Liability limits above).

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Company or my agent know in writing.

Named Insured: _____

Signed: _____

Policy Number: 050-252-380 Date: _____

Please contact your agent if you have any questions or wish to make a change to your Uninsured Motorists coverage.

American Modern Insurance Group

PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

The companies of the American Modern Insurance Group ("American Modern") respect you and your right to privacy. We value your trust. So, we want you to know our policies and procedures that protect the privacy of your Nonpublic Personal Information (NPI). We also want you to know your rights regarding NPI that we receive about you. Thirdly, we want you to know how we gather NPI about you and how we protect its privacy.

In the course of doing business, we receive NPI related to insurance products and services we provide. These products and services are primarily for personal, family and household purposes. We currently do not share your NPI with any third parties not affiliated with American Modern except as required or permitted by law. We have no intention of doing so without proper authorization from you.

The terms of this Notice apply to individuals who inquire about or obtain insurance from one of the American Modern companies. We will send current policyholders a copy of our most recent Privacy Notice and Notice of Information Practices. We will do so at least annually. We will also send you a Notice if we make changes affecting your rights under our privacy policy. We reserve the right to modify or supplement our privacy policy at any time in accordance with applicable law. This Notice applies to current and former customers of American Modern. This Notice does not in any way affect your insurance coverage. You can find this Notice online on our Web site at www.amig.com.

I. WHAT KIND OF INFORMATION WE COLLECT ABOUT YOU

We get most of our NPI about you directly from insurance applications and other forms that you or your insurance representative provide to us. Some examples of NPI include your name, address, income level, Social Security number and certain other financial information. Often, the NPI you provide to your insurance representative at the time you apply gives us everything we need to evaluate you or your property for insurance purposes. But, there are times when we may need more NPI or may need to verify NPI that you have provided. In those cases, we may obtain NPI from outside sources. We will do so at our own expense.

It is common for an insurance company or other financial services company to contact independent sources. Such sources verify and supplement NPI given on an application for insurance or other financial services products. There are many such independent companies. These are commonly called "consumer reporting agencies". They are in the business of providing independent NPI to insurance companies. We will treat the NPI we receive about you from independent sources according to the terms of this Notice.

You have the right to contact any of the agencies we have used to prepare a report on you. If you wish, please submit your request in writing to the address shown below. Upon our receipt of your written request, we will provide you with the name and address of any agency used to prepare a report on you. Please note that your request must follow the procedures outlined under Sections **V.** and **VI.** below.

Once you become a customer of ours, our records on you may contain NPI about our experiences and transactions with you. Such NPI may include coverage, premiums and payment history. It may also include any claims you make under your policy. Any NPI that we collect in connection with a claim will be kept in accordance with this Privacy Notice. We will keep NPI collected by a claims representative and any police or fire report. We may, though, give NPI about claims to one or more insurance support organizations or another insurer. We may do so to underwrite a risk properly. We may also do so to prevent or prosecute fraud, or to detect criminal activity. We may also obtain NPI about you from a report prepared by an insurance support organization. The NPI may be kept by the support organization and provided to other persons.

Each American Modern company may disclose NPI about you to an affiliate regarding its transactions and experiences with you for marketing purposes without obtaining prior authorization. The law does not allow customers to restrict this disclosure. Such NPI may include your payment and claims history. We do not currently share other credit-related NPI about you, except as allowed or required by law.

II. WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU

We will keep NPI we have about you in our insurance policy or other records. We will refer to and use that NPI in order to issue and service insurance policies and other financial products. We will also use it to settle claims. Generally, we will not disclose NPI about you in our records to any organization not affiliated with American Modern without your prior permission. But, we may, as allowed by law, share NPI about you contained in our records with certain persons or organizations that are not affiliated with American Modern such as:

* your insurance representative;

* medical professionals;

* other insurance companies, agents or consumer reporting agencies as NPI is needed in connection with any insurance application, policy or claim involving you;

* our affiliated companies;

* persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;

* persons or organizations who use the NPI to perform a business, professional or insurance function for us;

* persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual NPI may be identified in any research study report;

* adjusters, appraisers, auditors, investigators and attorneys;

* persons or organizations that perform services, functions or marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; and

* a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

Health Information

Except as allowed or required by law, we will not use or share any personally identifiable health information about you, other than as follows. We will use such information to underwrite or administer your policy, claim or account, or in a manner as previously disclosed to you by us when we collected it. The above will not apply if we have obtained your written consent to share information.

III. RESPONSIBILITIES OF OTHER PARTIES

This Notice applies only to the American Modern companies. It does not necessarily reflect the privacy standards of other financial institutions or independent agents with whom you do business. Their privacy policies and information practices govern how they collect, use and disclose NPI about you. As described above, we may disclose your nonpublic personal financial or health information to third parties. When we do so, we will require them to use such NPI only for its intended purpose in accordance with applicable law.

IV. WHO HAS ACCESS TO YOUR INFORMATION IN OUR RECORDS

At present, American Modern uses a system of passwords and other physical, electronic and procedural safeguards to protect your NPI. They are designed to protect confidentiality, limit access, and prohibit unlawful disclosure of your NPI. We train our employees about the policies and rights provided under this Notice. We also train them on the importance of protecting customer NPI. Employees who violate our policy in any way are subject to being disciplined. This could include actions up to and including termination of employment. Also, we evaluate our information security practices relevant to changes in technology. We will do so to determine ways to increase the protections outlined above.

V. HOW YOU CAN REVIEW RECORDED INFORMATION WE HAVE ABOUT YOU

Access to Information

You have the right to review and receive most of the NPI we collect about you. As permitted or required by law, some legal and medical documents will not be provided. To access your NPI, please submit a notarized request to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier. We will let you know the nature and substance of the NPI about you in our files. We will tell you with whom we have shared the information in the last two years. We will identify the source of the information if the source is an institutional one.

Correction of Information

If you believe your NPI is incorrect, please send a notarized request for correction to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier.

If we agree with you, we will correct the NPI and notify you of the correction. We will notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person. We will also provide the corrected information to any insurance support organization to which we have provided your NPI within the last seven years.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is incorrect. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we have disclosed the disputed NPI to that person in the past two years.

VI. HOW TO CONTACT US

Once you have read this, if you have any questions about our privacy policy or the NPI kept in our records about you, please write to us at the address shown below:

AMERICAN MODERN INSURANCE GROUP
7000 Midland Boulevard
Amelia,Ohio 45102-2607
Attn: Privacy Compliance Office

The American Modern Insurance Group's Privacy Notice and Notice of Information Practices are provided on behalf of the following companies:

American Modern Insurance Group, Inc.
American Family Home Insurance Company d/b/a in California AFH Insurance Company
American Modern Home Insurance Company d/b/a in California American Modern Insurance Company
American Modern Home Service Company
American Modern Insurance Company of Florida, Inc.
American Modern Lloyds Insurance Company
American Western Home Insurance Company
American Southern Home Insurance Company
American Modern Select Insurance Company
American Modern Surplus Lines Insurance Company
Lloyds Modern Corporation
Marbury Agency, Inc.
Midwest Enterprises, Inc.
The Atlas Insurance Agency, Inc.
Copper Leaf Research
First Marine Insurance Company a/k/a American Modern Property and Casualty Insurance Company

AMERICAN SOUTHERN HOME INSURANCE COMPANY

POLICY DECLARATIONS

Collector Vehicle Summary

Renewal

Policy Number: **050-252-380**
Policy Period: **May 10, 2015 to May 10, 2016 12:01 A.M. Standard Time**

Insured/Agent Information

Named Insured(s): MICHAEL E LENTINI
8069 Wysocki Ct; Spring Hill FL 34606-1910

Your Agent: Ford Walker Heacock
C/O Heacock Classic; PO BOX 7788; SEBRING FL 33872-0114
(800) 678-5173

Producer: None

Operator Information

Listed Operator(s):	***Accidents/Violations:***	***Date:***
MICHAEL E LENTINI	None	

Excluded Operator(s):
None

Unit Information

Unit(s) Covered:	***Vehicle Type:***	***Insured Value:***
Unit #1: 1992 CHEVROLET CORVETTE	Auto	$13,000

Premium Summary Information

Policy Level Coverages:	$154.00
Unit #1:	$262.00
Total 12-Month Policy Premium*	**$416.00**

* Your total Collector Vehicle premium includes discounts of $0.00 and surcharges of $0.00.

Note: A minimum earned premium of $0.00 applies to this policy.

Miscellaneous Information

Date prepared: March 20, 2015
Bill to: Insured
Form #: CV9008 02/09

FileNet Copy

A. 17

AMERICAN SOUTHERN HOME INSURANCE COMPANY

Policy Number: 050-252-380
Policy Period: May 10, 2015 to May 10, 2016 12:01 A.M. Standard Time

Policy Level Coverages

Coverage:	Limit/Description	Premium:
Bodily Injury/Property Damage Combined Single Limit	$300,000 each accident. Not applicable to Race Vehicle and Trailer units.	$81.00
Stacked Uninsured/Underinsured Bodily Injury Combined Single Limit	$300,000 each accident. Not applicable to Race Vehicle and Trailer units.	$58.00
Medical Payments	No Coverage	$0.00
Personal Injury Protection - Basic	$10,000 each accident,$0 deductible. Only applicable to Auto, Truck, Special Interest and Kit Car units	$15.00
Trip Interruption Coverage	$150 per day, $600 Maximum	$0.00
Spare Parts	$2,000 per occurrence	$0.00
Total 12-Month Premium for Policy Level Coverages		**$154.00**

Discounts Applied:	*Amount:*	*Surcharges Applied:*	*Amount:*
None		None	

A. 18

AMERICAN SOUTHERN HOME INSURANCE COMPANY

POLICY DECLARATIONS

Collector Vehicle
Renewal

Policy Number: 050-252-380
Policy Period: **May 10, 2015 to May 10, 2016 12:01 a.m. Standard Time**

Unit #1: 1992 CHEVROLET CORVETTE

Class:	*Vehicle ID Number:*	*Modification Level:*	*Mileage Tier:*	*Usage:*
A/CO	1G1YY23P0N5110520	Modified+	1000	Occasional Pleasure Use

Garage/Storage Address:
8069 Wysocki Ct
Spring Hill FL 34606-1910

Registration Address:
8069 Wysocki Ct
Spring Hill FL 34606

Operator Information

Principal Operator:
MICHAEL E LENTINI

Occasional Operators:
None

Non-Operator(s):
None

Coverage	Limit/Description	12-Month Premium
Other Than Collision Agreed Value	$13,000 Less $0 Deductible, Full Safety Glass Included	$158.00
Collision Agreed Value	$13,000, Less $0 Deductible	$104.00
	12-Month Premium for Unit # 1	**$262.00**

Discounts Applied:	*Amount:*	*Surcharges Applied:*	*Amount:*
None		None	

Other Information

Lienholder:
None

Additional Insured:
None

Policy Form and Endorsements:

VM609 05/10	VP609 05/10	PV0001 01/05	CV0184 12/12	CV0443 01/08
CV65FL 02/09	CV9009 02/14	CVMP01 02/09	PEF00 03/09	PP0326 06/94
PP1301 12/99	PV0309 01/05	PV0407 06/98	PV0554 07/13	

Date prepared: March 20, 2015
Bill to: Insured
Form #: CV9008 02/09

FileNet Copy

A. 19

AMERICAN SOUTHERN HOME INSURANCE COMPANY

POLICY DECLARATIONS

Collector Vehicle
Renewal

Policy Number: **050-252-380**
Policy Period: **May 10, 2015 to May 10, 2016 12:01 a.m. Standard Time**

Policy Form and Endorsements Summary

VM609	05/10	Renewal Coverage Notice - Florida
VP609	05/10	Florida Notification of PIP Coverage Options
PVS00	06/14	Privacy Notice
PV0001	01/05	Personal Auto Policy
CV0184	12/12	Amendment of Policy Provisions - Florida
CV0443	01/08	Uninsured Motorists Coverage - Stacked
CV65FL	02/09	Collector Vehicle Policy Outline
CV9009	02/14	Collector Vehicle Specified Coverage Endorsement
CVMP01	02/09	Mileage Plan Endorsement
PEF00	03/09	Policy Execution Endorsement
PP0326	06/94	Liability Coverage Exclusion Endorsement
PP1301	12/99	Coverage For Damage to Your Auto Exclusion Form
PV0309	01/05	Single Liability Limit
PV0407	06/98	Single Uninsured Motorists Coverage - Stacked
PV0554	07/13	Personal Injury Protection Coverage - Florida

PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT :

Ford Walker Heacock
(800) 678-5173

CLAIMS TELEPHONE NUMBER: 1-800-543-2644
HOURS: 8:00 A.M. - 7:00 P.M. EST/EDT

AMERICAN MODERN INSURANCE GROUP

MAILING ADDRESSS
PO BOX 5323
CINCINNATI, OHIO 45201-5323

MAIN ADMINISTRATIVE OFFICE
7000 MIDLAND BOULEVARD
AMELIA, OHIO 45102-2607

Date prepared: March 20, 2015
Bill to: Insured
Form #: CV9008 02/09

FileNet Copy

A. 20

HERE ARE YOUR INSURANCE IDENTIFICATION CARDS.
PLEASE DETACH AND SEPARATE CARDS AS NEEDED.

PLEASE REMOVE THESE SIDE STRIPS FIRST

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY
P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER	EFFECTIVE DATE
050-252-380 - 09565	05/10/2015

[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY
[X] BODILY INJURY LIABILITY

NAMED INSURED MICHAEL E LENTINI

MAKE	YEAR	VEHICLE IDENTIFICATION NUMBER
CHEVROLET CORVETTE	1992	1G1YY23P0N5110520

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE
MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR
(over)

(DETACH HERE)

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

AMERICAN SOUTHERN HOME INSURANCE COMPANY
P.O. BOX 5323 CINCINNATI OH 45201-5323 1-800-543-2644

POLICY NUMBER	EFFECTIVE DATE
050-252-380 - 09565	05/10/2015

[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY
[X] BODILY INJURY LIABILITY

NAMED INSURED MICHAEL E LENTINI

MAKE	YEAR	VEHICLE IDENTIFICATION NUMBER
CHEVROLET CORVETTE	1992	1G1YY23P0N5110520

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE
MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR
(over)

PLEASE REMOVE THESE SIDE STRIPS FIRST

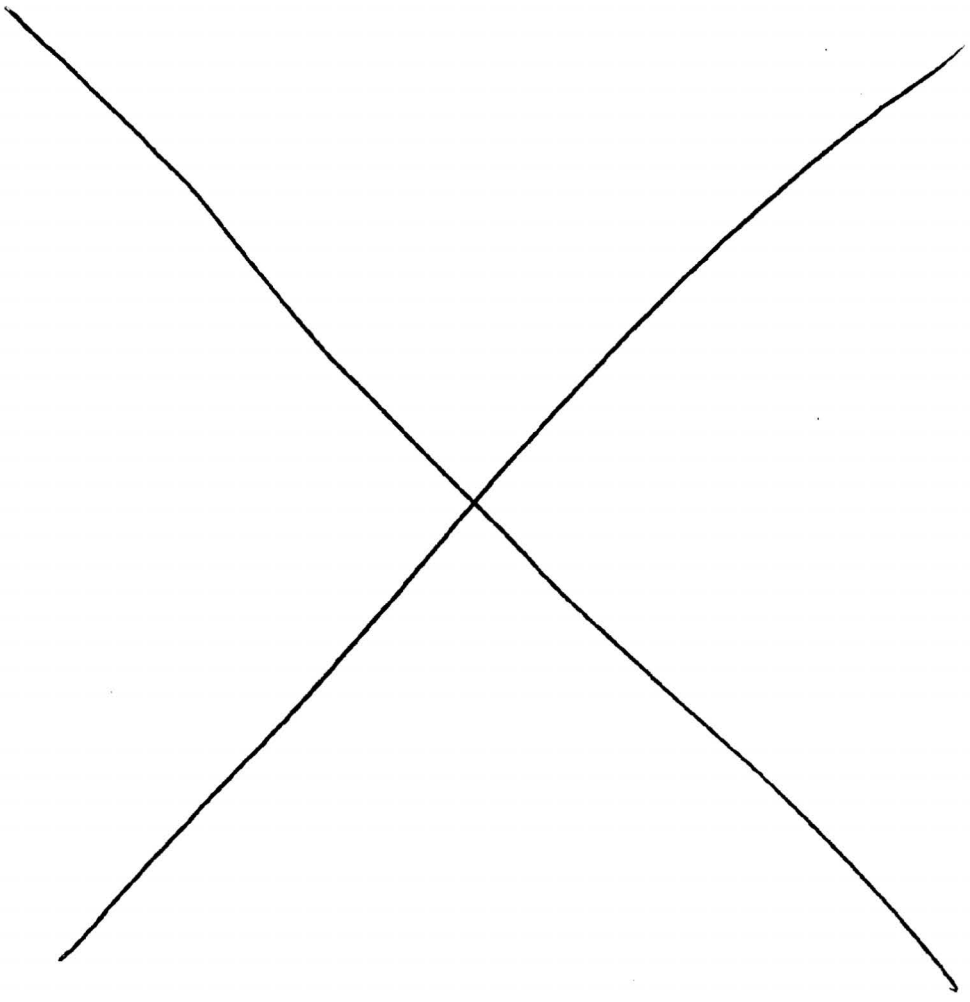
HERE ARE YOUR INSURANCE IDENTIFICATION CARDS.
PLEASE DETACH AND SEPARATE CARDS AS NEEDED.

Form V81FL (05/01)

Rental car coverage may be provided, see outline of coverages
IN CASE OF ACCIDENT:
REPORT ALL ACCIDENTS TO YOUR AGENT/COMPANY AS SOON AS POSSIBLE. OBTAIN THE FOLLOWING INFORMATION:
1. NAME AND ADDRESS OF EACH DRIVER, PASSENGER, AND WITNESS.
2. NAME OF INSURANCE COMPANY AND POLICY NUMBER FOR EACH VEHICLE INVOLVED.
3. NOTE THE DATE, TIME, AND LOCATION OF THE ACCIDENT.

FOR CLAIMS CALL: 1-800-543-2644

PLEASE REMOVE THESE SIDE STRIPS FIRST

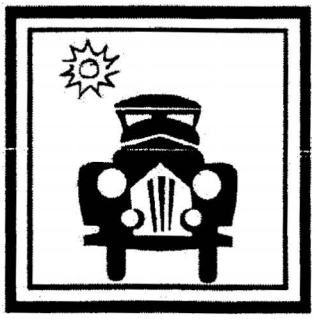


Form V81FL (05/01)

Rental car coverage may be provided, see outline of coverages.
IN CASE OF ACCIDENT:
REPORT ALL ACCIDENTS TO YOUR AGENT/COMPANY AS SOON AS POSSIBLE. OBTAIN THE FOLLOWING INFORMATION:
1. NAME AND ADDRESS OF EACH DRIVER, PASSENGER, AND WITNESS.
2. NAME OF INSURANCE COMPANY AND POLICY NUMBER FOR EACH VEHICLE INVOLVED.
3. NOTE THE DATE, TIME, AND LOCATION OF THE ACCIDENT.

FOR CLAIMS CALL: 1-800-543-2644

PLEASE REMOVE THESE SIDE STRIPS FIRST



Collector Vehicle Policy

AMERICAN SOUTHERN HOME INSURANCE COMPANY
JACKSONVILLE, Florida

MAILING ADDRESS

P.O. BOX 5323
CINCINNATI, OHIO 45201-5323

MAIN ADMINISTRATIVE OFFICE

7000 MIDLAND BOULEVARD
AMELIA, OHIO 45102-2607

AMERICAN MODERN INSURANCE GROUP

A. 23

AMERICAN SOUTHERN HOME INSURANCE COMPANY

A STOCK INSURANCE COMPANY

PLEASE READ YOUR POLICY CAREFULLY

For service, information or questions on this policy, contact your agent or our Home Office. Our phone number is 1-800-603-1556.

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AGREEMENT

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

G. "Occupying" means:

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

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

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

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. Breakdown; **d.** Loss; or

b. Repair; **e.** Destruction.

c. Servicing;

This provision **(J.4.)** does not apply to Coverage for Damage to Your Auto.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

a. A private passenger auto; or

b. A pickup or van, for which no other insurance policy provides coverage, that:

(1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

(2) Is not used for the delivery or transportation of goods and materials unless such use is:

(a) Incidental to your "business" of installing, maintaining or

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repairing furnishings or equipment; or

(b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto"which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of $500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occur red before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of $500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

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

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

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".

2. Any person using "your covered auto".

3. For "your covered auto," any person or organization, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization, but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision

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(B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

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

These payments will not reduce the limit of liability.

EXCLUSIONS

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

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage"to property owned or being transported by that"insured".
3. For "property damage" to property:
   - **a.** Rented to;
   - **b.** Used by; or
   - **c.** In the care of;

   that"insured".

   This Exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.
4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
   - **a.** Selling;
   - **b.** Repairing;
   - **c.** Servicing;
   - **d.** Storing; or
   - **e.** Parking;

   vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:
   - **a.** You;
   - **b.** Any "family member"; or
   - **c.** Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

   This Exclusion **(A.7.)** does not apply to the maintenance or use of a:
   - **a.** Private passenger auto;
   - **b.** Pickup or van; or
   - **c.** "Trailer" used with a vehicle described in **a.** or **b.** above.
8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
   - **a.** Is an insured under a nuclear energy liability policy; or
   - **b.** Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

   A nuclear energy liability policy is a policy issued by any of the following or their

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successors:

a. Nuclear Energy Liability Insurance Association;

b. Mutual Atomic Energy Liability Underwriters; or

c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

a. Has fewer than four wheels; or

b. Is designed mainly for use off public roads.

This Exclusion **(B.1.)** does not apply:

a. While such vehicle is being used by an "insured" in a medical emergency;

b. To any "trailer"; or

c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

a. Owned by you; or

b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

a. Owned by any "family member"; or

b. Furnished or available for the regular use of any "family member".

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

a. Owned by a "family member"; or

b. Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

a. Competing in; or

b. Practicing or preparing for:

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

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

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the auto accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part B or Part C of this policy; or

2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

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

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

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B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

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

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury";

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

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

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

1. You or any "family member":
   a. While "occupying"; or
   b. As a pedestrian when struck by;

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

EXCLUSIONS

We do not provide Medical Payments coverage for any "insured" for "bodily injury";

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

   However, this exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
   a. Private passenger auto;
   b. Pickup or van; or
   c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
   a. Discharge of a nuclear weapon (even if accidental);
   b. War (declared or undeclared);
   c. Civil war;
   d. Insurrection; or
   e. Rebellion or revolution.
10. From or as a consequence of the following

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whether controlled or uncontrolled or however caused:

a. Nuclear reaction;

b. Radiation; or

c. Radioactive contamination.

11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

a. Competing in; or

b. Practicing or preparing for:

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **A** or Part **C** of this policy; or

2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

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

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and

2. Caused by an accident.

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

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

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

1. You or any "family member".

2. Any other person "occupying" "your covered auto".

3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

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

1. To which no bodily injury liability bond or policy applies at the time of the accident.

2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:

a. You or any "family member";

b. A vehicle which you or any "family member" are "occupying"; or

c. "Your covered auto".

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

a. denies coverage; or

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b. is or becomes insolvent.

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

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

EXCLUSIONS

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

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

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.2) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

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

1. Workers' compensation law; or
2. Disability benefits law.

D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

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

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

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A or Part B of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

OTHER INSURANCE

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

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the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable

   limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

3. If the coverage under this policy is provided:

   a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

   b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

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

   1. Whether that "insured" is legally entitled to recover damages; or

   2. As to the amount of damages which are recoverable by that"insured":

   from the owner or operator of an "uninsured motor vehicle"then the matter may be arbitrated. However,disputes concerning coverage under this Part may not be arbitrated.

   Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

   1. Pay the expenses it incurs; and

   2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

   1. Whether the "insured" is legally entitled to recover damages; and

   2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

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

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

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

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

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

   Loss caused by the following is considered "other than collision":

   1. Missiles or falling objects;

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2. Fire;

3. Theft or larceny;

4. Explosion or earthquake;

5. Windstorm;

6. Hail, water or flood;

7. Malicious mischief or vandalism;

8. Riot or civil commotion;

9. Contact with bird or animal; or

10. Breakage of glass.

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

C. "Non-owned auto"means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or

2. Any "auto" or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

a. Breakdown;
b. Repair;
c. Servicing;
d. Loss; or
e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of $600 for:

1. Temporary transportation expenses not exceeding $20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:

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

b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:

a. "Other than collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".

b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is $20 per day.

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

1. A total theft of "your covered auto" or a "non-owned auto",we will pay only expenses incurred during the period:

a. Beginning 48 hours after the theft; and

b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

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

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

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.

2. Damage due and confined to:

a. Wear and tear;

b. Freezing;

c. Mechanical or electrical breakdown or failure; or

d. Road damage to tires.

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

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

4. Loss to any electronic equipment that produces, receives or transmits audio, visual or data signals. This includes but is not limited to:
   a. Radios and stereos;
   b. Tape decks;
   c. Compact disk systems;
   d. Navigation systems;
   e. Internet access systems;
   f. Personal computers;
   g. Video entertainment systems;
   h. Telephones;
   i. Televisions;
   j. Two-way mobile radios;
   k. Scanners; or
   l. Citizens band radios.

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

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion **4.**

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

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

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

   This Exclusion **(7.)** does not apply to a:
   a. "Trailer", and its facilities or equipment, which you do not own; or
   b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
      (1) Acquire during the policy period: and
      (2) Ask us to insure within 14 days after you become the owner.

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

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

10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
    a. Special carpeting or insulation;
    b. Furniture or bars;
    c. Height-extending roofs; or
    d. Custom murals, paintings or other decals or graphics.

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

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

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b. Repairing;

c. Servicing;

d. Storing; or

e. Parking;

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

12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

a. Competing in; or

b. Practicing or preparing for:

any prearranged or organized racing or speed contest.

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

a. You; or

b. Any "family member":

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

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or

2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is $1,500.

2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is $1,000.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

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

1. You; or

2. The address shown in this policy.

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";

2. Any other applicable physical damage insurance;

3. Any other source of recovery applicable to the loss.

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the "actual cash value" and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the expenses of the appraisal and umpire equally.

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

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

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

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
   a. To physical exams by physicians we select. We will pay for these exams.
   b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
   a. Medical reports; and
   b. Other pertinent records.
5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage for Damage to Your Auto must also;

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;
3. The place of principal garaging of insured vehicles;
4. Coverage, deductible or limits.

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

C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph **(C.)** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage whether that general program revision is implemented through introduction of;

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any **"insured"** who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

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LEGAL ACTION AGAINST US

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

1. We agree in writing that the "insured" has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

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

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

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

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

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

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

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

TERMINATION

A. **Cancellation.**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
   a. Returning this policy to us; or
   b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
   a. At least 10 days notice:
      (1) if cancellation is for nonpayment of premium; or
      (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
   b. at least 20 days notice in all other cases.
3. After this policy is in effect for 60 days,or if this is a renewal or continuation policy, we will cancel only:
   a. For nonpayment of premium; or
   b. if your driver's license or that of:
      (1) Any driver who lives with you; or
      (2) Any driver who customarily uses "your covered auto";

   has been suspended or revoked. This must have occurred:
      (1) During the policy period; or
      (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
   c. if the policy was obtained through material misrepresentation.

B. **Nonrenewal** If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the

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address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.

2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

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

D. **Other Termination Provisions**.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

B. Coverage will only be provided until the end of the policy period.

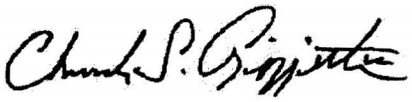
TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This policy is signed at the Home Office of the insurance company, Amelia, Ohio by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - FLORIDA

I. Definitions

The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Florida law, to be provided under a policy of automobile liability insurance:

A. If this policy has been certified as proof of financial responsibility because the insured is found guilty of or has entered a plea of guilty or nolo contendere to a charge of driving under the influence:

1. $100,000 for each person, subject to $300,000 for each accident, with respect to "bodily injury"; and
2. $50,000 for each accident with respect to "property damage".

B. In all other cases:

1. If liability coverage under this policy is provided on a single limit basis, $30,000 for each accident; or
2. If liability coverage under this policy is provided on a split limit basis:
   a. $10,000 for each person, subject to $20,000 for each accident, with respect to "bodily injury"; and
   b. $10,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

The **Other Insurance** Provision of Part **A** is replaced by the following:

Other Insurance

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

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

1. The vehicle is leased by you under a written rental or lease agreement; and
2. The face of the rental or lease agreement contains, in at least 10-point type, the following language:

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

III. Part D – Coverage For Damage To Your Auto

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

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

B. The **Appraisal** Provision of Part **D** is replaced by the following:

Appraisal

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

B. In the event of a request for an appraisal, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire.

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A decision agreed to by any two will be binding. Each party will:

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

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

V. **Part F – General Provisions**

A. The **Termination** Provision is replaced by the following:

Termination

Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
   a. Returning this policy to us; or
   b. Giving us advance written notice of the date cancellation is to take effect.
2. The named insured:
   a. May not cancel this policy, if this policy provides Personal Injury Protection, or property damage Liability Coverage, or both during the first 60 days immediately following the effective date of the policy or renewal unless:
      (1) "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
      (2) The named insured transfers ownership of "your covered auto"; or
      (3) The named insured obtains other insurance on "your covered auto"; or
      (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.
   b. May cancel for any reason after this policy is in effect for 60 days.
3. If this is a new policy, we may not cancel during the first 60 days immediately following the effective date of the policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
4. After this policy is in effect for 60 days, we will cancel only:
   a. For nonpayment of premium; or
   b. If your driver's license or that of:
      (1) Any driver who lives with you; or
      (2) Any driver who customarily uses "your covered auto";

      has been suspended or revoked. This must have occurred during:
      (1) The policy period; or
      (2) The 180 days immediately preceding the original effective date of the policy; or
   c. If the policy was obtained through material misrepresentation or fraud.
5. Except as provided in Paragraph **6.**, we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
   a. At least 10 days' notice if cancellation is for nonpayment of premium; or
   b. At least 45 days' notice in all other cases.
6. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:

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a. Pay the additional premium and maintain this policy in full force under its original terms; or

b. Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

Nonrenewal

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

1. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.

2. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:

   a. Two such traffic violations within an 18-month period;

   b. Three or more such traffic violations within a 36-month period; or

   c. Exceeding the lawful speed limit by more than 15 miles per hour; or

2. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current three-year period.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund as follows:

   a. If this policy is cancelled by us, we will send you the refund within 15 days after the effective date of cancellation.

   b. If this policy is cancelled by you, we will send you the refund within 30 days after the later of the:

      (1) Effective date of cancellation; or

      (2) Receipt of notice or request for cancellation.

3. The premium refund, if any, will be determined as follows:

   a. If we cancel, we will refund the pro rata unearned premium.

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b. If you cancel, and:

(1) You are a servicemember as defined in FLA. STAT. ANN. § 250.01 who cancels because he or she is called to active duty or is transferred by the United States Armed Forces to a location where the insurance is not required, we will refund the pro rata unearned premium.

(2) You are not such a servicemember, we will refund a minimum of 90% of the pro rata unearned premium.

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

B. The following provisions are added:

Mediation

In any claim filed with us for:

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

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

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

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

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

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

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

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

Notification Regarding Access

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - FLORIDA (STACKED)

I. Part C - Uninsured Motorists Coverage

Part **C** is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and

2. Caused by an accident.

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

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

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

1. You or any "family member":

a. While "occupying" "your covered" auto; or

b. As a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.

2. Any other person while "occupying" "your covered auto".

3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

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

1. To which no bodily injury liability bond or policy applies at the time of the accident.

2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:

a. You or any "family member";

b. A vehicle which you or any "family member" are "occupying"; or

c. "Your covered auto".

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

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

a. Denies coverage; or

b. Is or becomes insolvent within four years of the date of the accident.

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

1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your covered auto" to which Part **A** of the policy applies and liability coverage is excluded for any person other than you or any "family member" for damages sustained in the accident by you or any "family member".

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2. Owned by any governmental unit or agency.

3. Operated on rails or crawler treads.

4. Designed mainly for use off public roads while not on public roads.

5. While located for use as a residence or premises.

EXCLUSIONS

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

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment. However, this Exclusion (**A.1.**) does not apply to a settlement made with the insurer of a vehicle described in Section **2.** of the definition of "uninsured motor vehicle".

2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**A.2.**) does not apply to a share-the-expense car pool.

3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**A.3.**) does not apply to a "family member" using your "covered auto" which is owned by you.

4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:

   a. Significant and permanent loss of an important bodily function;

   b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;

   c. Significant and permanent scarring or disfigurement; or

   d. Death.

5. While "your covered auto" is being used for other than "occasional pleasure use".

6. While participating in, testing for, or practicing for any:

   a. Race;

   b. Speed contest;

   c. Time trial;

   d. Gymkhana;

   e. Test and Tune event;

   f. Driving exhibition;

   g. Driver's education; or

   h. "On-track event" of any kind.

   As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, including, but not limited to parking lots or road courses.

   This Exclusion (**6.**) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which your vehicle is not being used for any of the excluded purposes above.

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

1. Workers' compensation law; or

2. Disability benefits law.

C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident is the sum of the limits of liability shown in the Declarations for each person. Subject to this limit for each person, our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one accident is the sum of the limits of liability shown in the Declarations for each accident. This is the most we will pay regardless of the number of:

1. "Insureds";

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2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **A** of this policy;

2. No-fault coverage; or

3. Automobile medical payments coverage.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law; or

2. Disability benefits law.

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

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

OTHER INSURANCE

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

ARBITRATION

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

1. Whether that "insured" is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that "insured";

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

1. Mediated, in accordance with the Mediation provision contained in Part **F** of the policy, if the damages resulting from "bodily injury" are for $10,000 or less; or

2. Arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

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

B. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

C. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and

2. The amount of damages.

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FLORIDA ARBITRATION CODE

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

ADDITIONAL DUTY

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

1. Send us copies of the legal papers if a suit is brought; and

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

II. Part F - General Provisions

Part **F** is amended as follows:

A. The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

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

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and

2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

2. We also have a right to recover the advanced payment.

B. The following is added to the **Two Or More Auto Policies** Provision:

TWO OR MORE AUTO POLICIES

1. This provision does not apply to Uninsured Motorists Coverage.

2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE
POLICY OUTLINE - FLORIDA

The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

POLICY COVERAGES

The declarations page of your policy lists the principal coverages available. You have those for which a premium charge is shown. These coverages are described below:

Liability Coverage

This covers your legal liability for bodily injury to others (Bodily Injury Liability) or damage to their property (Property Damage Liability). Florida law requires you to have Property Damage Liability coverage. The principal exclusions (items not covered by your policy) for this coverage are

1. Autos owned by you or furnished or available for the regular use of you or your family members, which have not been specifically covered under the policy;
2. Racing;
3. Autos being used primarily for regular use;
4. Vehicles with less than 4 wheels (unless properly endorsed); and
5. Claims for injuries to family members.

Personal Injury Protection

This covers you, your family members and certain others, for bodily injuries resulting from auto accidents, without regard to fault. Payments are for 80% of medical expenses, 60% for loss of income, replacement household services and (if the limit has not been exhausted by other benefits) a death benefit. Personal Injury Protection is also required under Florida law. The principal exclusions for this coverage are injuries sustained in autos you or family members own which have not been specifically covered under the policy, and injuries to other vehicle owners required by law to have their own coverage.

Medical Payments Coverage

This coverage supplements the medical expense reimbursement of PIP coverage and provides basic coverage in situations where PIP does not pay. The principal exclusions are similar to those for liability coverage.

Uninsured Motorists Coverage

This coverage pays for bodily injuries to you, family members and certain others, resulting from the negligence of others. It pays when the at-fault party has: no liability insurance, or liability coverage with limits not adequate to pay for the damages incurred, or if injuries result from a hit-and-run vehicle. Your coverage may be "Stacked" or "Non-stacked". The principal difference between these two forms is that the total amount of protection under the stacked form is the sum of the limits applicable to each vehicle insured, whereas under the non-stacked form the limit stated applies per accident regardless of how many vehicles you own or insure.

Collision

This covers damage to your vehicle resulting from upset or impact with another object.

Other Than Collision

Provides coverage for damage to your vehicle resulting from fire, theft and other direct losses not excluded. The principal exclusions are for participating in race type events, using vehicle for regular daily usage, and not being stored in a locked garage facility.

Other Coverages

In addition, your policy may contain other endorsements which add or broaden coverage, as indicated by their titles. The principal endorsements which may be found are Nationwide Roadside Assistance, Additional Spare Parts, and Collector's Coverage;

Renewal and Cancellation Provisions

You may cancel your policy at any time after it has been in effect for 60 days. During the first 60 days of your policy, you may cancel only if you dispose of the vehicle or it is a total loss. Under conditions where the law permits us to cancel or refuse renewal of your policy, we must give you advance notice as follows:

1. 10 days for cancellation because of nonpayment of premium;
2. 45 days for cancellation for any other reason;
3. 45 days if we refuse to renew.

Premium Credits and Surcharges

Credits and/or Surcharges which apply to you are shown on your declarations page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE
SPECIFIED COVERAGE ENDORSEMENT - FLORIDA

DEFINITIONS

Item A.2. is replaced by the following:

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

2. The spouse if a resident of the same household and if shown in the Declarations as an Operator.

Items I. and J. are replaced by the following:

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

1. Private passenger type auto; or

2. Pick-up or van.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations which is a "Collector Vehicle" and is used solely for "occasional pleasure use".

2. Any "newly acquired auto".

3. Any "trailer" you own shown in the Declarations, provided it is:

a. maintained primarily for a private collection in order to transport "your covered auto" to exhibitions, club activities, car shows, "maintenance" or restoration operations, race events, parades or other functions that would be considered "occasional pleasure use"; or

b. maintained primarily for coupling to "your covered auto" to transport equipment, spare parts, accessories, and related personal items while engaging in "occasional pleasure use" with "your covered auto".

Item K.1. is replaced by the following:

1. "Newly acquired auto" means any "Collector Vehicle" you become the owner of during the policy period for which no other insurance policy provides coverage, and that is used primarily for "occasional pleasure use".

Item K.2.a., K.2.b., and K.2.c. is replaced by the following:

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any similarly classified "Collector Vehicle" shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" you must ask us to insure it within 30 days after you become the owner.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days after you become the owner. If a loss occurs before you asked us to insure the "newly acquired auto", a Collision deductible of $500 will apply, and the limit of Liability shall not exceed the lesser of the purchase price, verifiable value, or $50,000.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within 30 days after you become the owner. If a loss occurs before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of $500 will apply, and the limit of liability shall not exceed the lesser of the purchase price, verifiable value, or $50,000.

Definitions L., M., N., O., P., Q., and R. are added:

L. A "Collector Vehicle" is a vehicle of one of the following types:

1. "Auto" means a car or truck whose characteristics - unique features, rarity, and/or overall popularity with various generations – raise the desirability of the vehicle above that of the common automobile.

2. "Kit Car" means a vehicle that either replicates another manufactured vehicle or is of a specific genre of vehicle that utilizes manufactured kits to modify a current vehicle to something with a different identity. These may be purchased as complete assembled vehicles, a package of parts, or in various levels of assembly. Vehicles also considered to be this type are Replicas, Tribute Vehicles, and Continuations.

3. "Special Interest" means a vehicle or piece of equipment 20 years and older that has developed into a collector's piece as a result of age, design, rarity, or a combination therein.

4. "Motorcycle" means a two or three wheeled motorized vehicle, and any sidecar, that is:

   a. 20 years of age or older; or

   b. of unique design (one off custom built bike) or modified from original manufacture to the extent it in essence no longer retain its original identity.

5. "Trailer" means a trailer that is:

   a. maintained primarily for a private collection in order to transport "your covered auto" to exhibitions, club activities, car shows, "maintenance"/ restoration operation, race events, parades or other functions that would be considered "occasional pleasure use"; or

   b. maintained primarily for coupling to "your covered auto" to transport equipment, spare parts, accessories, and related personal items while engaging in "occasional pleasure use" with "your covered auto".

M. "Occasional pleasure use" means the vehicle is:

   1. used for activities consistent with and related to participation in vehicle exhibitions, vehicle club activities, parades, leisure/pleasure drives, or "maintenance";

      a. The following uses are not considered leisure/pleasure drives:

         (1) As your "principal means of transportation";

         (2) As substitute transportation for a "principal means of transportation";

         (3) To or from work;

         (4) To or from school; or

         (5) For business or commercial use.

   2. in transit to or from, in attendance at, or located at the lodging of the named insured during overnight vehicle exhibitions, vehicle shows, vehicle club activities, leisure/pleasure drives, or parades; or

   3. in transit to or from, or located at a repair/restoration facility for service or restoration related function(s).

   4. temporarily left un-garaged for less than 24 consecutive hours on the "residence premises."

N. "Principal means of transportation" means a motor vehicle which is primarily used for general transportation, including regular driving to work and/or school, errands, or shopping.

O. "Agreed Value" means the value of the vehicle at the inception date of the policy that you and we agree on. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

P. "Constructive Total Loss" means the company has deemed that it is either economically unreasonable or physically impossible to repair a vehicle as a result of the extent of damage from a loss.

Q. "Maintenance" means any preservation activity to "your covered auto" that ensures the vehicle retains it's collectability.

R. "Residence premises" means:

   1. the dwelling, other structures, and grounds where you live and that is shown in the Declarations; or

   2. any secondary dwelling, other structures, and grounds where you live.

PART A - LIABILITY COVERAGE INSURING AGREEMENT

Item B. is replaced by the following:

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

1. You for the ownership, "maintenance" or use of "your covered auto".

2. Any "family member" for the ownership, "maintenance", or use of "your covered auto", but only if that "family member" is listed in the Declarations as an Operator.

3. Any person using "your covered auto" with your permission.

EXCLUSIONS

Exclusion A.7. is replaced by the following:

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business".

Exclusion B.1. is replaced by the following:

1. Any vehicle which is designed mainly for use off public roads.

This exclusion (B.1.) does not apply to any "trailer".

Exclusion B.3. is replaced by the following:

3. Any vehicle, other than "your covered auto", which is:

a. Owned by any "family member"; or

b. Furnished or available for the regular use of any "family member".

Exclusion B.4. is replaced by the following:

4. Any vehicle while participating in, testing for, or practicing for any:

a. Race

b. Speed contest,

c. Time trial,

d. Gymkhana,

e. Test and Tune event,

f. Driving exhibition,

g. Driver's education, or

h. "on-track event" of any kind

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (4) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which the vehicle is not being used for any of the excluded purposes above.

Exclusion B.5, B.6, and B.7. are added:

5. "Your covered auto":

a. While being operated by a "family member" who is not listed in the Declarations as an operator; or

b. While being operated for other than "occasional pleasure use".

However, this exclusion does not apply to Property Damage Liability.

6. arising out of the ownership, "maintenance", or use of any vehicle other than "your covered auto".

7. arising out of the ownership, "maintenance", or use of any "trailer".

This exclusion (7) does not apply to a "trailer" that is:

a. being towed by "your covered auto"; and

b. listed on the Declarations Page or a "newly acquired auto".

OTHER INSURANCE is replaced by the following:

If there is other applicable liability insurance, we shall be excess over any collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

Item B. is replaced by the following:

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

1. You or any "family member" while "occupying" "your covered auto".

2. Any other person while "occupying" "your covered auto".

3. You or any "family member" as a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.

EXCLUSIONS

Exclusion 8. is replaced by the following:

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured".

Exclusion 11. is replaced by the following:

11. Any vehicle while participating in, testing for, or practicing for any:

a. Race

b. Speed contest,

c. Time trial,

d. Gymkhana,

e. "Test and Tune" event,

f. Driving exhibition,

g. Driver's education, or

h. "on-track event" of any kind

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (11.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which the vehicle is not being used for any of the excluded purposes above.

Exclusions 12 is added:

12. Sustained while "occupying" "your covered auto" while it is being operated for other than "occasional pleasure use".

OTHER INSURANCE is replaced by the following:

If there is other applicable auto medical payments insurance, we shall be excess over any collectible insurance.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

Item A is replaced by the following:

A. We will pay for sudden, direct, and accidental loss to "your covered auto" including equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

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

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

Item B. is replaced by the following:

B. "Collision" means the upset of "your covered auto" or its impact with another vehicle or object.

Loss caused by the following is considered "other than collision":

1. Missiles or falling objects;

2. Fire;

3. Theft or larceny;

4. Explosion or earthquake;

5. Windstorm;

6. Hail, water or flood;

7. Malicious mischief or vandalism;

8. Riot or civil commotion;

9. Contact with bird or animal; or

10. Breakage of glass

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

Item C. "Non-owned auto" is deleted in its entirety.

TRANSPORTATION EXPENSES coverage is replaced by the following:

ADDITIONAL COVERAGES

A. SPARE PARTS COVERAGE

We will pay up to $2,000, or the limit shown in the declarations page, per occurrence for direct and accidental loss to spare parts, accessories, and "emergency tools" for "your covered auto", only if the loss is covered by Collision or Other Than Collision coverage and such coverage is shown as applicable in the Declarations. We do

not cover parts and accessories held for sale by you or property of others in your care, custody or control.

"Emergency tools" as used in this part refer to tools stored in "your covered auto" that are used for the emergency "maintenance" of "your covered auto".

B. TOWING AND LABOR COSTS

We will pay up to $75, or the limit shown on the declarations page, per occurrence for towing and labor costs incurred at the time "your covered auto" is disabled. The labor must be performed at the place of disablement. We will not pay for towing costs or labor incurred in towing "your covered auto" from the place where it is principally garaged.

C. TRIP INTERRUPTION COVERAGE

In the event of a disablement to "your covered auto", we will pay up to $150 per day, maximum of $600 per occurrence, for reasonable:

1. Transportation expenses incurred by you; or
2. Expenses incurred by you for lodging and meals.

resulting from the disablement.

This coverage applies only if:

1. The covered loss occurs more than 50 miles from the primary garaging location of the vehicle as on file with the company; and
2. "your covered auto" is disabled for more than 24 hours.

Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:

1. resume travel under a prearranged itinerary; or
2. return home.

D. PET COVERAGE

For "your pet" that suffers injury or death as a direct result of an Other than Collision or Collision loss involving "your covered auto", we will pay up to $750 for:

1. reasonable and customary costs incurred by you or a "family member" for veterinary fees, including medications and procedures prescribed by "your pet's" veterinarian, arising from the loss; or
2. "your pet's replacement cost" if "your pet" dies as a result of the loss.

Pet Injury Coverage applies only if:

1. "your pet" is "occupying" "your covered auto" at the time of the loss; and
2. the loss to "your covered auto" is covered under Part D – Coverage for Damage to Your Auto.

With respect to any one loss, the most we will pay for all damages under Pet Injury Coverage is a total of $750 regardless of the number of dogs or cats that are injured or die in that loss.

As used in this part,

"Your pet" means any dog or cat owned by you or a "family member".

"Your pet's replacement cost" means the cost to replace the deceased dog or cat with another dog or cat up to the extent of the limit of coverage. It does not include any amounts for veterinary bills, training, or any other amounts other than the cost to replace the pet itself.

EXCLUSIONS

Exclusions 1. and 2. are replaced by the following:

1. Loss to "your covered auto" which occurs while it is being used as a public or livery conveyance.
2. Damage due and confined to:
   - **a.** Wear and tear;
   - **b.** Freezing;
   - **c.** Mechanical, or electrical breakdown or failure;
   - **d.** Road damage to tires;
   - **e.** Gradual deterioration;
   - **f.** Dampness;
   - **g.** Temperature extremes;
   - **h.** Inherent vice;
   - **i.** Rust;
   - **j.** Corrosion;

k. Latent defect;

l. Dry or wet rot; or

m. Mold or mildew;

n. power surge or interruption to electrical device, other than lightning;

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto".

Exclusion 4. is replaced with:

4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:

a. Radios and stereos;

b. Tape decks; or

c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

a. The equipment is permanently installed in "your covered auto"; or

b. The equipment is:

(1) Removable from a housing unit which is permanently installed in the auto;

(2) Designed to be solely operated by use of the power from the auto's electrical system; and

(3) In or upon "your covered auto" at the time of the loss.

Exclusion 6. is replaced with:

6. Loss or damage due to or as a consequence of destruction or confiscation by governmental or civil authorities, including damages during searches, impoundment, or towing.

Exclusion 7 is replaced with:

7. Loss to:

a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or

b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:

(1) Cooking, dining, plumbing, or refrigeration facilities;

(2) Awning or cabanas; or

(3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

Exclusion 9. is deleted in its entirety.

Exclusion 10. is deleted in its entirety.

Exclusion 11. is deleted in its entirety.

Exclusion 12. is replaced with:

12. Loss to "your covered auto" while participating in, testing for, or practicing for any:

a. Race;

b. Speed contest;

c. Time trial;

d. Gymkhana;

e. "Test and Tune" event;

f. Driving exhibition;

g. Driver's education; or

h. "on-track event" of any kind

As used in this section, "on-track event" would include driving events held in or at facilities designed for or temporarily modified for racing, e.g. parking lots or road courses.

This Exclusion (12.) does not apply to a vehicle show/exhibit being held on a track for display purposes only, in which your vehicle is not being used for any of the excluded purposes above.

Exclusion 13. is deleted in its entirety.

Exclusions 14., 15., 16., 17., 18., 19., 20., 21., and 22. are added:

14. Loss or damage intentionally caused by you or at your direction.

15. Loss or Damage due and confined to faulty workmanship, construction, design, or manufacture.

16. Loss or damage to "your covered auto" while it is being used for other than "occasional pleasure use".

17. Loss or Damage to "your covered auto" when not stored in a locked "garage facility".

"Garage facility" as used in this part is a structure sited on a permanent foundation which is capable of protecting the vehicle from the elements, is fully enclosed, and all entranceways must have a functioning locking mechanism.

This Exclusion (17.) does not apply to "your covered auto" when it is being used for "Occasional Pleasure Use".

18. Loss or damage to "your covered auto" which occurs at a vehicle repair/service/restoration facility prior to the facility taking care, custody, and control of "your covered auto", but only if:

a. "your covered auto" is left at the service facility while they are not open; and

b. "your covered auto" is not left in a locked "garage facility" or "secured location".

As used in this part, "secured location" means:

a. a completely enclosed, fenced, and locked facility; or

b. a location that is continuously guarded by on site security personnel.

19. Loss or damage to "your covered auto" when left in any private or public parking facility unless the facility is continuously guarded.

This Exclusion (19) does not apply to "your covered auto" when it is being used for "Occasional Pleasure Use".

20. Loss to "your covered auto" while it is being driven by a "family member" who is not shown in the Declarations as an Operator.

21. Loss to "your covered auto" while being maintained or used by any person while employed or otherwise engaged in the "business" of:

a. Selling;

b. Repairing;

c. Servicing;

d. Storing; or

e. Parking;

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

22. Loss or damage to "your covered auto" while it is parked on a public road in front of, off of, or away from the "residence premises."

This exclusion (22.) does not apply to "your covered auto" when it is being used for "Occasional Pleasure Use."

LIMIT OF LIABILITY is replaced by the following:

A. If the vehicle is insured for an "Agreed Value";

1. In the event the property is stolen, totally destroyed, or deemed a "constructive total loss" we will pay the "Agreed Value". The limit of liability shown for each vehicle is increased by 2 percent at the end of each 3 month period after the effective date. Upon expiration of the policy period, the limit reverts back to the "Agreed Value" stated in the declarations. This amount is used to process your renewal unless you request a change in the amount of insurance. We will reduce our payment by any amount paid for a previous loss to that property if the damage was not repaired.

2. In the event of partial damage to the vehicle we will pay the amount required to:

a. repair; or

b. replace it;

whichever is less, up to the amount of coverage for each occurrence. Our repair or replacement will be with labor and parts of like kind and quality, without regard to betterment or depreciation.

B. If the vehicle is insured for Stated Amount,

1. Our limit of Liability for loss will be the lesser of the:

   a. Actual Cash Value of the stolen or damaged property;

   b. Amount necessary to repair or replace the property with other property of like kind and quality; or

   c. Amount shown in the Declarations.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

C. In the event that we pay for property that is stolen, totally destroyed, or deemed a "constructive total loss", at our option, the salvage becomes our property.

OTHER SOURCES OF RECOVERY

This section is replaced by the following:

If other sources of recovery also cover the loss, any insurance we provide shall be excess over any other collectible source of recovery.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Item D. is replaced by the following:

D. A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.

2. Promptly notify the police if "your covered auto" is stolen.

3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

The following are added to Part F.

PRINCIPAL MEANS OF TRANSPORTATION REQUIREMENT

This policy provides coverage for "your covered auto" shown in the Declarations. You must own a principal means of transportation which must be insured by a separate insurance policy that must be in effect for the entire time this policy is in effect. If you do not own a principal means of transportation which is insured by a separate insurance policy in effect for the entire time this policy is in effect, then no coverage will apply. In no event will this policy serve as your only auto coverage.

PRIVATE PLEASURE USE

Coverage will be suspended if "your covered auto" is:

1. Rented or leased to any person for a fee;

2. Used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us; or

3. Used for any illegal act by any person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE
MILEAGE PLAN ENDORSEMENT

In consideration of the premiums charged under this policy, the "insured" agrees to follow the mileage plan shown on the declarations page.

Mileage may be checked prior to policy renewal via odometer readings. The "insured" may choose to change mileage plans at each renewal. Any midterm request for an increased mileage limit will be processed effective most recent renewal date or at policy inception if in the first term.

If a vehicle is found to have exceeded the cumulative mileage plans from the "initial odometer reading", we reserve the right to:

a. endorse the policy back to the most recent renewal date with the appropriate mileage limit.

b. non renew the coverage.

We also reserve the right to non renew the coverage if the mileage information is not provided or is inconsistent with prior readings.

"Initial Odometer Reading" as used in this part means the odometer reading taken at the inception of a policy, when the vehicle is initially added to the policy, or when the mileage plan is changed from unlimited to a limited mileage plan.

Other vehicle usage limitations apply. Please read your policy for appropriate vehicle usage under this program.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

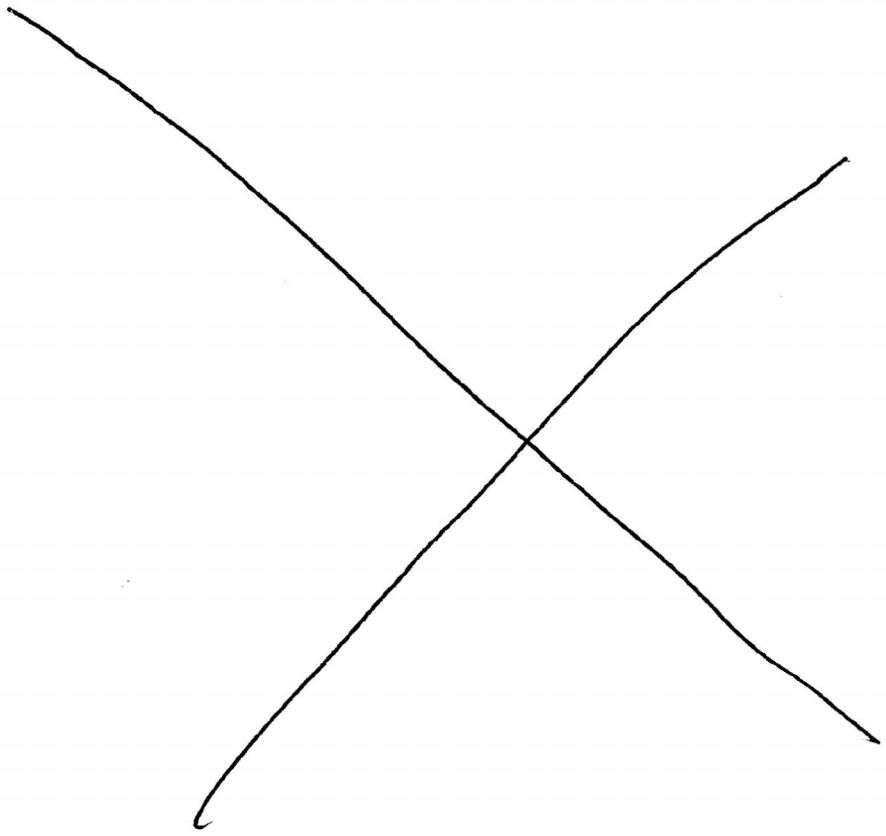
LIABILITY COVERAGE EXCLUSION ENDORSEMENT

LIABILITY COVERAGE

The following exclusion is added to Part A, Section A:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

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

I. **DEFINITIONS**

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

All other terms and conditions remain unchanged.

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Policy Number: 050-252-380

PERSONAL AUTO
PV 03 09 01 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE LIABILITY LIMIT

PART A - LIABILITY COVERAGE

Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

All other terms and conditions remain unchanged.

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Policy Number: 050-252-380

PERSONAL AUTO
PV 04 07 06 98

SINGLE UNINSURED MOTORISTS LIMIT (STACKED)

Paragraph **A.** of the **Limit Of Liability** Provision for Uninsured Motorists Coverage is replaced by the following:

LIMIT OF LIABILITY

The maximum limit of our liability for Uninsured Motorists Coverage in any one accident is the sum of the Uninsured Motorists Coverage limits shown in the Declarations applicable to each vehicle. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - FLORIDA

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

I. Definitions

The **Definitions** Section is amended as follows:

A. For the purposes of this endorsement, a "motor vehicle" shall be deemed to be owned by a person if that person:

1. Holds the legal title to such vehicle.

2. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.

3. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:

a. Has an option to purchase; and

b. Is for a period of at least six months.

4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:

a. Does not have an option to purchase;

b. Is for a period of at least six months; and

c. Requires the lessee to secure insurance.

B. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is usually a resident of the "named insured's" household. This includes a ward or foster child.

2. "Occupying" means:

a. In or upon;

b. Entering into; or

c. Alighting from.

3. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:

a. A premium is charged; or

b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".

C. The following definitions are added:

1. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:

a. In accordance with the generally accepted standards of medical practice;

b. Clinically appropriate in terms of type, frequency, extent, site and duration; and

c. Not primarily for the convenience of the patient, physician or other health care provider.

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2. "Motor vehicle" means:

   a. Any self-propelled vehicle with four or more wheels which is:

      (1) Designed; and

      (2) Required to be licensed;

      for use on Florida highways.

   b. Any trailer or semitrailer designed for use with such vehicle.

   However, "motor vehicle" does not include:

   a. Any motor vehicle which is:

      (1) Used in mass transit other than public school transportation;

      (2) Designed to transport more than five passengers (excluding the operator); and

      (3) Owned by a:

         (a) Municipality;

         (b) Transit authority; or

         (c) Political subdivision of the state.

   b. A mobile home.

3. "Named insured" means:

   a. The person named in the Declarations; or

   b. That person's spouse, if a resident of the same household.

4. "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.

D. "Insured" as used in this endorsement means:

1. The "named insured" or any "family member" while:

   a. "Occupying" a "motor vehicle"; or

   b. A "pedestrian" struck by a "motor vehicle".

2. Any other person while:

   a. "Occupying" "your covered auto"; or

   b. A "pedestrian" struck by "your covered auto".

II. **Personal Injury Protection Coverage**

INSURING AGREEMENT

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

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. **Medical expenses.** 80% of reasonable expenses for "medically necessary":

   a. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and

   b. Prosthetic devices.

   Medical expenses shall only be reimbursed for such services and care that are lawfully provided, supervised, ordered, or prescribed by a health care provider or facility authorized under Florida's Motor Vehicle No-Fault Law.

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

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

4. **Accidental death.** A death benefit.

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EXCLUSIONS

A. We do not provide Personal Injury Protection Coverage for any "insured":

1. While operating "your covered auto" without the "named insured's" express or implied consent.

2. If that "insured's" conduct contributed to his "bodily injury" under any of the following circumstances:

   a. Intentionally causing "bodily injury" to himself; or

   b. While committing a felony.

3. Other than the "named insured", if that "insured" owns a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law.

4. Other than the "named insured" or any "family member", who is entitled to personal injury protection benefits from a person who owns a "motor vehicle" which is not a "your covered auto" under this policy, or from that vehicle owner's policy.

5. Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

B. We do not provide Personal Injury Protection Coverage for:

1. The "named insured" or any "family member" while "occupying" a "motor vehicle" which is:

   a. Owned by the "named insured"; and

   b. Not a "your covered auto" under this policy.

2. Any "pedestrian", other than the "named insured" or any "family member" who is not a legal resident of Florida.

LIMIT OF LIABILITY

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

1. "Insureds";

2. Policies or bonds applicable;

3. Vehicles involved; or

4. Claims made.

The maximum limit of liability for the total of all personal injury protection benefits shown in the Declarations is the total aggregate limit for personal injury protection benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy.

B. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.

C. The amount of any deductible shown in the Declarations shall be deducted from the total amount of expenses and losses listed in Paragraphs B.1., B.2. and B.3. of the Personal Injury Protection Coverage Insuring Agreement, before the application of any percentage limitation for each "insured" to whom the deductible applies.

Accidental death is not subject to a deductible.

D. Any amounts payable under this coverage for medical expenses may be limited by the schedule of maximum charges for services, supplies and care as prescribed by the Florida Motor Vehicle No-Fault Law.

E. Any death benefit payable under this coverage shall be the lesser of:

1. The amount shown in the Schedule or Declarations; or

2. The total aggregate limit for Personal Injury Protection benefits minus any amounts paid for:

   a. Medical expenses;

   b. Work loss; and

   c. Replacement services.

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OTHER INSURANCE

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

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

1. "Occupying"; or

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

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

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

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627. 736.

III. Part E - Duties After An Accident Or Loss

Part **E** is replaced by the following:

DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Personal Injury Protection Coverage must:

A. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.

B. Promptly forward to us a copy of the:

1. Summons and complaint; or

2. Other process;

served in connection with any legal action that person takes against a third party to recover damages for "bodily injury".

C. Promptly give us written proof of claim, under oath if required. Such proof shall include:

1. Full details of the nature and extent of the injuries and treatment received and contemplated; and

2. Any other information which may assist us in determining the amount due and payable.

D. Submit as often as we reasonably require to mental or physical exams. We will:

1. Pay for these exams; and

2. Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to an exam, we will not be liable for subsequent personal injury protection benefits.

IV. Part F - General Provisions

Part **F** is amended as follows:

A. The **Fraud** Provision is replaced by the following:

FRAUD

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

Any insurance fraud shall void all Personal Injury Protection Coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of that "insured's" fraud shall be recoverable from that "insured".

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B. The Legal Action Against Us Provision is replaced by the following:

LEGAL ACTION AGAINST US

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

1. Until the claim for benefits is overdue in accordance with the provisions of Paragraph E.1. of Part F; and

2. Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; and

3. With respect to the overdue claim specified in the demand letter, if we have:

a. Paid the overdue claim; or

b. Agreed to pay for future treatment not yet rendered;

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

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

B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

C. If legal action is brought against us, all claims related to the same health care provider for the same "insured" shall be brought in one action, unless good cause is shown why such claims should be brought separately.

C. Paragraph **B.** of the **Policy Period And Territory** Provision is replaced by the following:

POLICY PERIOD AND TERRITORY

B. The policy territory is:

1. Florida.

2. The United States of America, its territories or possessions or Canada.

This Provision **(B.2.)** applies only to:

a. The "named insured" or any "family member" while "occupying" "your covered auto"; or

b. The "named insured" while "occupying" a "motor vehicle":

(1) Owned by any "family member"; and

(2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law.

D. The **Our Right To Recover Payment** Provision is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

A. If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another, we shall, to the extent of our payment, be subrogated to that right. That person shall:

1. Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and

2. Do nothing after loss to prejudice these rights.

B. If we make a payment under this coverage and the person to or for whom payment was made sustained "bodily injury" while:

1. "Occupying"; or

2. A "pedestrian" struck by;

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

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E. The following provisions are added:

PAYMENT OF BENEFITS

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

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

   a. "Insured"; or

   b. Person or organization providing services or supplies for such benefits.

   However, we will not pay:

   a. A claim or charges for such benefits made by a:

      (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or

      (2) Person making the claim on behalf of such broker.

   b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:

      (1) But is not so licensed; or

      (2) That is otherwise operating in violation of the Florida Health Care Clinic Act.

   c. A claim or charges for such benefits:

      (1) For any service or treatment that was not lawful at the time rendered;

      (2) To any person who knowingly submits a false or misleading statement relating to the claim or charges;

      (3) With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION 627.736(5)(d);

      (4) For any service or treatment that is:

         (a) Upcoded; or

         (b) That is unbundled when such treatment or service should be bundled;

         in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;

      (5) For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:

         (a) Are actually rendered by the physician or are incident to the physician's professional services; and

         (b) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.

   d. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.

   e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:

      (1) Motor vehicle tort claims; or

      (2) Claims for personal injury protection benefits.

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3. If a person seeking Personal Injury Protection Coverage is charged with committing a felony, we shall withhold benefits until, at the trial level:

   a. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;

   b. The charge is dismissed; or

   c. That person is acquitted.

MODIFICATION OF POLICY COVERAGES

1. Any coverage provided under Part **B** or Part **C** of this policy shall be excess over any personal injury protection benefits paid or payable.

2. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under Part **B** shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

PROVISIONAL PREMIUM

1. In the event of any change in the:

   a. Rules;

   b. Rates;

   c. Rating plan;

   d. Premiums; or

   e. Minimum premiums;

   applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:

   a. Part **A**;

   b. Part **B**; or

   c. Part **C**;

   of this policy shall be deemed to be provisional and subject to recomputation.

2. If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to the "named insured", in accordance with the Florida Motor Vehicle No-Fault Law, with respect to insurance provided under a previous policy.

3. If the final recomputed premium exceeds the premium shown in the Declarations, the "named insured" shall pay us:

   a. The excess amount; and

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

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

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

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

1. Uninsured Motorists Coverage at limits equal to your Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.

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

3. Non-stacked Or Stacked Uninsured Motorists Coverage Options If You Are An Individual

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

   a. **Non-stacked Option**

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

      (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and

      (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

   b. **Stacked Option**

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

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

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

5. Rejection Of Uninsured Motorists Coverage Entirely.

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FLORIDA NOTIFICATION OF PERSONAL INJURY PROTECTION COVERAGE OPTIONS

Under Florida Law, you are required to carry Basic Personal Injury Protection (PIP) coverage. This coverage provides for 80% of medical expense and 60% loss of income. The total limit is $10,000.

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

Deductible Options for Basic Personal Injury Protection are available if you select Basic PIP. The deductible options are $250, $500, or $1,000. If you select a deductible, you must indicate to whom you wish it to apply, either the Named Insured only or the Named Insured and Dependent Resident Relative.

If the Loss of Gross Income Exclusion is selected, then there is no coverage for loss of income or earning capacity. If you select this option, you must choose one of the following, either the Named Insured only or the Named Insured and Dependent Resident Relative.

If you would like to change your Personal Injury Protection coverage, please contact your agent.

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TAB 2

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED

LOUIS PHILIP LENTINI, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MICHAEL E. LENTINI, JR.,

Appellant,

v.

Case No. 5D17-326
CORRECTED

AMERICAN SOUTHERN HOME INSURANCE COMPANY,

Appellee.
_____/

Opinion filed December 15, 2017

Appeal from the Circuit Court
for Hernando County,
Richard Tombrink, Jr., Judge.

John N. Bogdanoff, of The Carlyle Appellate Law Firm, The Villages, and Anthony T. Martino, of Clark & Martino, P.A., Tampa, for Appellant.

Maureen G. Pearcy and Andrew E. Grigsby, of Hinshaw & Culbertson LLP, Coral Gables, for Appellee.

PER CURIAM.

The issue presented in this appeal is whether a collector vehicle insurance policy that restricts coverage requires an insurer to provide uninsured motorist coverage for accidents not involving the collector vehicle. Michael Lentini purchased a collector vehicle insurance policy from American Southern Home Insurance Company for his 1992

Chevrolet Corvette. The policy included $300,000 in coverage for bodily injury and property damage and $300,000 in stacked uninsured motorist coverage. The premium for the policy was $416 per year, $58 of which was for the uninsured motorist coverage. In 2015, Lentini was involved in a fatal accident while riding his motorcycle. His estate sought uninsured motorist coverage for the accident under the collector vehicle policy. American Southern denied the claim.

Lentini's estate filed suit. In response, American Southern asserted that it was not required to provide uninsured motorist coverage because Lentini was not occupying the insured collector vehicle when the accident occurred. Specifically, the collector vehicle policy contained several limitations on the use of the collector vehicle and excluded uninsured motorist coverage "for bodily injury sustained . . . [b]y an insured while occupying, or when struck by, any motor vehicle owned by that insured which is not insured for this coverage under this policy." In addition, the definition of an "insured" under the policy endorsement specified that it applied to Lentini while occupying the "covered auto." The policy also required Lentini to own a principal means of transportation insured by a separate policy; if he did not, then no coverage would apply to his collector vehicle.

Both parties moved for summary judgment. American Southern relied on Martin v. St. Paul Fire & Marine Insurance Co., 670 So. 2d 997, 998 (Fla. 2d DCA 1996), where the court held that section 627.727, Florida Statutes (1992), does "not require a specialty insurance policy covering only an antique automobile with restricted highway usage to provide uninsured motorist coverage for accidents not involving the antique." American Southern argued that it was not required to provide uninsured motorist coverage for the accident because of the special nature of the collector vehicle and the language of the

insurance policy. It also pointed out that Lentini's policy had a reduced premium because the coverage was limited; only specific "collector" vehicles qualified for such coverage; the coverage limited the use of the vehicle; and the specific policy language limited the liability coverage by restricting the definition of an "insured." The estate countered that Martin was wrongly decided, in contravention of both section 627.727, Florida Statutes (2015), and Florida Supreme Court precedent interpreting its provisions.

The trial court opined that Martin appeared to conflict with section 627.727 but concluded that it was bound to follow Martin because it was factually analogous to the instant case. See State v. Washington, 114 So. 3d 182, 185 (Fla. 3d DCA 2012) ("While a lower court is free to disagree and to express its disagreement with an appellate court ruling, it is duty-bound to follow it."). The court entered final summary judgment in favor of American Southern. This appeal followed.

Section 627.727, Florida Statutes, governs "[m]otor vehicle insurance; uninsured and underinsured vehicle coverage; [and] insolvent insurer protection." It provides, in relevant part:

> No motor vehicle liability insurance policy which provides bodily injury liability coverage shall be delivered or issued for delivery in this state with respect to any specifically insured or identified motor vehicle registered or principally garaged in this state unless uninsured motor vehicle coverage is provided therein or supplemental thereto for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness, or disease, including death, resulting therefrom. However, the coverage required under this section is not applicable when, or to the extent that, an insured named in the policy makes a written rejection of the coverage on behalf of all insureds under the policy.

§ 627.727(1), Fla. Stat. (2015). The statute delineates specific limitations that insurers may place on uninsured motorist coverage, which include:

> (a) The coverage provided as to two or more motor vehicles shall not be added together to determine the limit of insurance coverage available to an injured person for any one accident, except as provided in paragraph (c).
>
> (b) If at the time of the accident the injured person is occupying a motor vehicle, the uninsured motorist coverage available to her or him is the coverage available as to that motor vehicle.
>
> (c) If the injured person is occupying a motor vehicle which is not owned by her or him or by a family member residing with her or him, the injured person is entitled to the highest limits of uninsured motorist coverage afforded for any one vehicle as to which she or he is a named insured or insured family member. Such coverage shall be excess over the coverage on the vehicle the injured person is occupying.
>
> (d) The uninsured motorist coverage provided by the policy does not apply to the named insured or family members residing in her or his household who are injured while occupying any vehicle owned by such insureds for which uninsured motorist coverage was not purchased.
>
> (e) If, at the time of the accident the injured person is not occupying a motor vehicle, she or he is entitled to select any one limit of uninsured motorist coverage for any one vehicle afforded by a policy under which she or he is insured as a named insured or as an insured resident of the named insured's household.

See id. § 627.727(9)(a)–(e). In order to limit coverage, however, the insurer must obtain the insured's written consent on an approved form selecting the limitations on uninsured motorist coverage. Id. § 627.727(1), (9). The parties agree that American Southern did not secure Lentini's consent to any of these limitations in this case.

The Florida Supreme Court has concluded that uninsured motorist coverage follows a class I insured,[1] not the insured vehicle:

> Whenever bodily injury is inflicted upon named insured . . . by the negligence of an uninsured motorist, under whatever conditions, locations, or circumstances, any of such insureds happen to be in at the time, they are covered by uninsured motorist liability insurance issued pursuant to requirements of Section 627.0851.[2] They may be pedestrians at the time of such injury, they may be riding in motor vehicles of others or in public conveyances and they may occupy motor vehicles (including Honda motorcycles) owned by but which are not "insured automobiles" of [the] named insured.

Mullis v. State Farm Mut. Auto. Ins. Co., 252 So. 2d 229, 237–38 (Fla. 1971).

The Court subsequently explained that an insurer may limit uninsured motorist coverage but can only do so if it satisfies "the statutorily-mandated requirement of notice to the insured and obtain[s] a knowing acceptance of the limited coverage." Gov't Emps. Ins. Co. v. Douglas, 654 So. 2d 118, 120 (Fla. 1995). Without compliance with the statutory exceptions found in section 627.727, an insured is entitled to uninsured motorist coverage. Id. at 120–21; see also Young v. Progressive Se. Ins. Co., 753 So. 2d 80, 83

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[1] There are two types of insureds under automobile insurance policies: class I and class II. "[C]lass I insureds are named insureds and resident relatives of named insureds." Travelers Commercial Ins. Co. v. Harrington, 154 So. 3d 1106, 1109 n.3 (Fla. 2014) (quoting Travelers Ins. Co. v. Warren, 678 So. 2d 324, 326 n.2 (Fla. 1996)). "Class II insureds are all other lawful occupants of an insured vehicle who are not the named insureds or a resident relative of the named insured; essentially, they are 'third party beneficiaries to the named insureds' policy.'" Id. (quoting Warren, 678 So. 2d at 326 n.2). Class I insureds are entitled to the full benefits of uninsured motorist coverage. See Alamo Rent-A-Car, Inc. v. Hayward, 858 So. 2d 1238, 1241 (Fla. 5th DCA 2003). Here, Lentini was a class I insured.

[2] Mullis was decided before section 627.0851 was renumbered as section 627.727. See § 627.0851, Fla. Stat. (2015).

(Fla. 2000) ("[P]rovisions in uninsured motorist policies that provide less coverage than required by the statute are void as contrary to public policy.").

In Martin, the Second District concluded section 627.727 does not apply to antique vehicle policies. 670 So. 2d at 1000–01. The court found that while public policy strongly favors requiring uninsured motorist coverage, "the legislature has never intended to mandate class I, family-style uninsured motorist coverage in such a specialty policy." Id. at 999. The court distinguished Mullis inasmuch as it dealt with "family coverage," and noted that "such broad uninsured motorist coverage has never been legislatively required for motorcycles or other specialty recreational vehicles." Id. at 1001. Several policy concerns influenced the court's decision: an opposite result would increase the cost of coverage on specialty policies; the increased premiums would lead consumers to reject uninsured motorist coverage on antique car policies; and requiring expansive coverage that essentially duplicated family automobile coverage would "force the legislature to amend this statute on yet another occasion in its never-ending efforts to provide cost-effective UM coverage for Florida residents." Id.

While the concerns raised by the Martin court are understandable, those concerns are more appropriately addressed by the Legislature. Nothing in section 627.727 excludes collector or antique vehicle insurance policies from its application. To the contrary, section 627.727 explicitly states that "[n]o motor vehicle liability insurance policy . . . shall be delivered or issued for delivery in this state . . . unless uninsured motor vehicle coverage is provided therein." § 627.727(1), Fla. Stat. (2015) (emphasis added).[3] The

[3] For this reason, the Martin court's conclusion that uninsured motorist coverage as delineated in section 627.727 does not apply to antique vehicle policies is untenable. The statute specifically states that no vehicle insurance policy shall issue without

only exceptions to this rule are if the "insured named in the policy makes a written rejection of the coverage," or if the insurer complies with the statutory mandates for limiting uninsured motorist coverage in section 627.727(9)(a)–(e). Id. § 627.727(1), (9). Here, Lentini did not reject uninsured motorist coverage; instead, he selected stacked uninsured motorist coverage under the collector vehicle policy. Moreover, although American Southern could have obtained Lentini's informed consent to limit uninsured motorist coverage while occupying a vehicle for which uninsured motorist coverage was not purchased, see id. § 627.727(9)(d), it is undisputed that it made no attempt to do so in this case.

Mullis and its progeny counsel that uninsured motorist coverage follows the class I insured, not the vehicle. 252 So. 2d at 237–38. As explained in Douglas, "if the policy exclusion is valid despite noncompliance with the statute, the provision of section 627.727(9)(d) is rendered meaningless." 654 So. 2d at 120–21. This is not to say that insurance companies cannot limit uninsured motorist coverage in collector or antique vehicle policies. It simply means that in order to do so, the insurer must comply with the statutory mandates of section 627.727(9).

Accordingly, we reverse final summary judgment in favor of American Southern and remand for further proceedings consistent with this opinion. In doing so, we certify

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uninsured motorist coverage. § 627.727(1), Fla. Stat. (2015). While it would seem logical that the full benefits of uninsured motorist coverage would not apply to a specialty policy based on the reduced premiums and limited use of the vehicle, it falls upon the insurer to obtain the insured's written informed consent to such policy exclusions under section 627.727(9). Thus, the Martin court's fear that applying the mandates of section 627.727 to an antique vehicle policy would "force the legislature to amend this statute on yet another occasion" is unpersuasive. See 670 So. 2d at 1001.

conflict with Martin v. St. Paul Fire & Marine Insurance Co., 670 So. 2d 997, 998 (Fla. 2d DCA 1996).

REVERSED AND REMANDED. CONFLICT CERTIFIED.

COHEN, C.J., EISNAUGLE, J., and EGAN, R., Associate Judge, concur.

TAB 3

Warning
As of: June 13, 2018 3:05 PM Z

Mullis v. State Farm Mut. Auto. Ins. Co.

Supreme Court of Florida

July 1, 1971

No. 39465

Reporter
252 So. 2d 229 *; 1971 Fla. LEXIS 3395 **

Richard Lamar MULLIS, a minor, by his father and next friend, Shelby Mullis, and Shelby Mullis, Individually, Petitioners, v. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, Respondent

Case Summary

Procedural Posture
Petitioners, minor and father, sought review of an order from the District Court of Appeal, First District (Florida), which granted summary judgment for respondent insurer in petitioners' action for personal injuries.

Overview
The minor was driving a motorcycle when he was struck by an uninsured motorist. The motorcycle was not insured, but the minor and his father sought uninsured motorist coverage under the policies covering their two automobiles. The policies provided for uninsured motorist coverage for members of the household. However, an exclusion provided that coverage was not applicable if the injury was caused while the injured member of the family was occupying a motor vehicle owned by an insured member of the household that was not covered by the policies. The insurer claimed that the policy excluded coverage of the minor under the circumstances. Reversing the summary judgment for the insurer, the court held that exclusion of the minor from uninsured motorist coverage was not legally permissible under state law. The court held that uninsured motorist coverage under Fla. Stat. ch. 627.0851 was intended to provide the equivalent of automobile liability coverage where an uninsured motorist negligently inflicted bodily injury or death upon an insured, residents of his household, or lawful occupants of the insured automobile. The exclusion was contrary to ch. 627.0851.

Outcome
The court quashed the lower court's decision and remanded the action for further proceedings.

Counsel: **[**1]** Gerald R. Power of Sistrunk & Power, Jacksonville, for Petitioners.

Ronald L. Palmer, of Mathews, Osborne & Ehrlich, Jacksonville, for Respondent.

Judges: Ervin, Justice. Carlton, Adkins, and Drew (Retired), JJ., concur. Boyd and Dekle, JJ., dissent with opinion. Roberts, C.J., dissents.

Opinion by: ERVIN

Opinion

[*230] This is a conflict certiorari review of the decision of the *District Court of Appeal, First District, in Mullis v. State Farm Mutual Automobile Insurance Company, Fla.App.1970, 231 So.2d 46*.

Petitioners, Richard Lamar Mullis, a minor, by his father, Shelby Mullis, and **[*231]** Shelby Mullis individually, sued State Farm Mutual Automobile Insurance Company, a corporation, alleging in the complaint that Shelby Mullis had been issued two policies of automobile liability insurance by the respondent insurance company covering a 1963 Ford automobile and a 1967 Ford automobile, which policies, pursuant to F.S. section 627.0851(2), F.S.A., also provided coverage to Shelby Mullis, the named insured, to his spouse and to their relatives resident in his household (which included Richard Lamar Mullis) for bodily injury caused by the negligence of an owner or operator of an **[**2]** uninsured automobile.

The complaint alleged Richard Lamar Mullis, the son, was injured on May 25, 1967 while said insurance policies were in force; that the injury occurred while the son was operating a Honda motorcycle which was not covered by automobile liability insurance issued by the

respondent insurance company; that the son was injured on said date by the negligent operation of an automobile by Marion William Smith, who at the time of the accident was an uninsured motorist; and that the Honda motorcycle was owned by Richard Lamar Mullis' mother, the wife of Shelby Mullis.

Arbitration of the claim for damages because of the bodily injury of the son arising from the motor vehicle accident was refused by the insurance company. The instant cause of action ensued. Therein summary judgment was entered by the trial court in favor of the defendant insurance company pursuant to its defenses that its two policies by their terms excluded the uninsured motorist coverage claimed by plaintiffs.

The two policies provided uninsured motorist coverage in this language:

> "INSURING AGREEMENT III - UNINSURED AUTOMOBILE COVERAGE
>
> "COVERAGE U - Damages for Bodily Injury Caused **[**3]** by Uninsured Automobiles. To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration." Insureds protected from damages because of bodily injury caused by uninsured motorists are described in the policies as follows:
> "Insured - The unqualified word 'insured' means
> (1) the first person named in the declarations and while residents of his household, his spouse and the relatives of either;
> (2) any other person while occupying an insured automobile; and
>
> (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under (1) **[**4]** or (2) above."

However, such coverage is made subject to this exclusion in each policy which reads:

> "EXCLUSIONS - INSURING AGREEMENT III
>
> "Insuring Agreement III does not apply:
> * * *
> "(b) to bodily injury to an insured while occupying or through being struck by a land motor vehicle owned by the named insured or any resident of the same household, if such vehicle is not an 'insured automobile';"

To summarize, the policies provide for uninsured motorist family protection for **[*232]** the members of the Mullis family household, subject to the exclusion that this coverage is not applicable if the bodily injury caused by the negligence of an uninsured motorist occurs while the injured member of the family is occupying another motor vehicle owned by Shelby Mullis or an insured member of his household that is not covered by said automobile liability policies issued to Shelby Mullis.

Specifically, the trial court agreed this exclusion defeats plaintiffs' cause of action and the First District Court affirmed, on appeal, citing in support its decision in *United States Fidelity & Guaranty Co. v. Webb, Fla.App.1966, 191 So.2d 869*.

The question to **[**5]** be decided is whether the described exclusion of Richard Lamar Mullis from uninsured motorist coverage is legally permissible under Florida law.

We have determined after careful consideration and study of the applicable law and pertinent decisions that the decision of the District Court of Appeal must be quashed.

The recited exclusion is contrary to F.S. section 627.0851, F.S.A., and the uninsured motorist protection contemplated therein. [1]

This section provides **[**6]** that no automobile liability policy shall be issued with respect to any motor vehicle registered or garaged in Florida unless coverage is provided therein "in not less than the limits described in *Section 324.021(7), F.S.* * * * for the protection of

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[1] The fact that Shelby Mullis happened to have two auto liability policies covering two motor vehicles owned by him at the time of his son's injury is immaterial to our decision herein relative the exclusionary clause. It is not necessary in this litigation that we decide any question concerning this multiple uninsured motorist coverage although we have considered such questions in prior cases. E.g., compare *Sellers v. United States Fidelity & Guaranty Co. (Fla.1966), 185 So.2d 689*, and *Morrison Assurance Co. v. Polak, Fla.1969, 230 So.2d 6*.

persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease * * *"

The "persons insured" thereunder in an automobile liability insurance policy as contemplated by F.S. chapter 324, F.S.A., the Financial Responsibility Law, ordinarily are: the owner or operator of an automobile, his spouse and other members of his family resident in his household and others occupying the insured automobile with the insured owner's permission. These insureds are protected by the policy from liability to others due to injuries they inflict by their negligent operation of the insured owner's automobile. Reciprocally, this same class of insureds is protected by uninsured motorist coverage in the same policy from bodily injury caused by the negligence of uninsured motorists.

F.S. *section 324.021(7), F.S.A.*, of the State's Financial Responsibility **[**7]** Law, relating to automobile liability insurance provided by an owner of a motor vehicle to comply with the law to cover his liability to others because of the negligent operation of his motor vehicle, sets limits of ten thousand dollars because of bodily injury or death of one person in any one accident (and subject to said limit for one person), and twenty thousand dollars because of bodily injury to or death of two or more persons in any one accident.

Similarly and reciprocally, Section 627.0851 provides for the same limits described in F.S. *section 324.021(7), F.S.A.*, as uninsured motorist protection coverage. Accordingly, if an uninsured motorist had complied with the financial responsibility law and obtained automobile liability insurance he would have afforded all members of the public, including, of course, the class of insureds described above, the same protection as Section 627.0851 prescribes for those taking advantage of such section.

Automobile liability insurance coverage obtained in order to comply with or conform to the Financial Responsibility **[*233]** Law, F.S. chapter 324, F.S.A., after an insured's first accident, cannot be narrowed by the insurer or carrier **[**8]** through exclusions contrary to the law. For example, the combined rationale of *Howard v. American Service Mutual Insurance Co., Fla.App., 151 So.2d 682, 8 A.L.R.3d 382*; *Phoenix Assur. Co. of N.Y. v. Bankers and Shippers Ins. Co., Fla.App., 202 So.2d 122*, and *Bankers and Shippers Ins. Co. of New York v. Phoenix Assur. Co., Fla., 210 So.2d 715*, is that after a first accident an automobile owner complying with the Financial Responsibility Law may not have excluded from his automobile liability policy, coverage for those operating the insured automobile with his permission, contrary to F.S. *section 324.151(1)(a), F.S.A.*

The same is true as to uninsured motorist coverage obtained pursuant to the financial responsibility law's counterpart, Section 627.0851, as will be demonstrated by authorities hereinafter cited.

When uninsured motorist coverage was obtained by Shelby Mullis pursuant to Section 627.0851 for himself as the named insured, for his spouse and for his or his spouse's relatives who are residents of his household, they were given the same protection in case of bodily injury as if the uninsured motorist had purchased automobile liability insurance in compliance with the Financial **[**9]** Responsibility Law. This, of course, would not be the case as to other persons potentially covered who are not in the class of the named insured and relatives resident in the Mullis household. These latter are protected only if they receive bodily injury due to the negligence of an uninsured motorist while they occupy the insured automobile of the named insured with his permission or consent. This latter group is necessarily restricted to occupants of the insured automobile for the purpose of coverage identification and to show their insurable relationship to the named insured paralleling coverage for others than named insured in automobile liability policies. However, this is not true as to the named insured and the protected relatives resident in his household.

Whenever bodily injury is inflicted upon named insured or insured members of his family by the negligence of an uninsured motorist, under whatever conditions, locations, or circumstances, any of such insureds happen to be in at the time, they are covered by uninsured motorist liability insurance issued pursuant to requirements of Section 627.0851. They may be pedestrians at the time of such injury, they may be riding **[**10]** in motor vehicles of others or in public conveyances and they may occupy motor vehicles (including Honda motorcycles) owned by but which are not "insured automobiles" of named insured.

Uninsured motorist coverage or family protection is intended by the statute to protect the described insureds thereunder to the extent of the limits described in *Section 324.021(7)* "who are legally entitled to recover damages, namely those from owners or operators of

uninsured motor vehicles because of bodily injury" and is not to be "whittled away" by exclusions and exceptions.

Bodily injury to a member of the public due to motor vehicle accident, whether produced by the negligence of an automobile liability insured or by an uninsured motorist has the same financial loss impact on the injured member of the public, and in the eyes of our reciprocal motorist public protection laws, F.S. chapter 324 and section 627.0851, F.S.A., the injury is just as acute and damaging to the member of the public whether he was injured as a pedestrian or while riding in a public conveyance or in an "uninsured automobile."

The public policy of the uninsured motorist statute (Section 627.0851) is to provide uniform **[**11]** and specific insurance benefits to members of the public to cover damages for bodily injury caused by the negligence of insolvent or uninsured motorists and such *statutorily fixed* and prescribed protection is not reducible by insurers' **[*234]** policy exclusions and exceptions any more than are the benefits provided for persons protected by automobile liability insurance secured in compliance with the Financial Responsibility Law.

Insurers or carriers writing automobile liability insurance and reciprocal uninsured motorist insurance are not permitted *by law* to insert provisions in the policies they issue that exclude or reduce the liability coverage prescribed *by law* for the class of persons insured thereunder who are legally entitled to recover damages from owners or operators of motor vehicles because of bodily injury.

Beginning with *Zeagler v. Commercial Union Insurance Co. of New York, Fla.App.1964, 166 So.2d 616*, and *Davis v. United States Fidelity & Guaranty Company of Baltimore, Md., Fla.App.1965, 172 So.2d 485*, sundry types of uninsured motorist coverage exclusions contrary to the intent of Section 627.0851 have been held invalid by the appellate courts of **[**12]** the Florida jurisdiction.

Judge Rawls, as Chief Judge of the First District Court of Appeal, in *Standard Accident Insurance Co. v. Gavin, 184 So.2d 229, at 232*, aptly expressed the reason for denying such exclusions and exceptions in these words:

> "In Davis v. United States Fidelity & Guaranty Company [cited above] this Court held that the uninsured motorist statute, Section 627.0851 established the public policy of this state to be that every insured is entitled to recover for the damages he or she would have been able to recover *if the offending motorist had maintained a policy of liability insurance*. Insurance companies are without power to insert provisions in the policy which would restrict the coverage afforded by the policy in a manner contrary to the intent of the statute.
>
> "Under Section 627.0851 neither the insurer nor the insured may contract for uninsured motorist coverage in an amount less than $10,000 on account of death or bodily injury of one person in any one accident *except that the insured may reject the entire coverage*. To contract for an amount of coverage which is less than the minimum required by law is repugnant to legislative policy."

[13]** His opinion quotes the trial judge in the case as saying: "* * * the parties are presumed to have entered into such agreement *with reference to the statute*, and the statutory provisions become a part of the contract."

While the First District Court of Appeal later exhibited some vacillation anent the principles it enunciated in the Davis and Gavin cases, particularly in its decision in *United States Fidelity & Guaranty Company v. Webb, supra*, cited as the basis for its decision in this case, it did hew to its earlier pronouncements in the Davis and Gavin cases in a decision rendered subsequent to the Webb case, i.e., in *Travelers Indemnity Co. v. Powell (1968), 206 So.2d 244*. In Powell an exclusionary clause (see text page 246 of Powell) similar to the one in this case was held by the First District Court to be "more restrictive than the statute" and "an invalid restriction" contrary to Section 627.0851. The Court said:

> "[2] The Powells contend, and we agree, that the exclusion clause here in an invalid restriction because it is not the intent of the statute to limit coverage to an insured by specifying his *location or the particular vehicle he is occupying* **[**14]** *at the time of injury*. The statute states its purpose thusly: "'* * * for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles * * *.'"

Other Florida cases have held likewise. For example, in *National Service Fire Insurance Company v. Mikell, Fla.App.1967, 204 So.2d 343*, **[*235]** the District Court of Appeal, Third District, held that a wife could recover for the death of her husband under her uninsured motorist coverage when her husband was killed at a service station standing next to his automobile which

was not an insured vehicle covered by the automobile liability policy issued to the wife. Her husband was killed as a result of an uninsured motorist crashing into the pumps in the filling station, causing them to explode.

The Third District Court of Appeal, in *Butts v. State Farm Mutual Automobile Insurance Company, Fla.App.1968, 207 So.2d 73*, rejected denial by an insurer of uninsured motorist coverage to the son of its named insured on the basis the automobile liability insurance policy contained a driver exclusion endorsement that insurer would not be liable for bodily **[**15]** injuries sustained by those otherwise protected by the policy while in an automobile insured under the policy which was being driven or operated by the son. The Third District Court quoted from the Powell case, supra, as authority for holding this exclusion void, as follows:

> "'The coupling of uninsured motorist coverage with family protection coverage in an automobile liability policy *has made each member of a family an insured* under each such policy purchased by any family member * * *.'"

It concluded by saying:

> "* * * The driver exclusion endorsement is not an attempt to exclude Robert Butts from the definition of "insured", since it is uncontested that he would be covered if he were a passenger in the automobile being driven by Bernard H. Butts, the named insured. The endorsement must then be a nonliability clause aimed at narrowing the company's obligations under the policy. *Travelers Indemnity Company v. Powell, supra*, stands for the proposition that, as regards uninsured motorist or family protection coverage, this can not be done. * * *"

The same situation is present in the instant case. Robert Lamar Mullis is not excluded **[**16]** from the definition of "insureds." In fact, the exclusionary clause specifically refers "to bodily injury to an *insured* * * * ". The exclusion, therefore, is an invalid limitation of coverage.

The District Court of Appeal, Third District, in *Forbes v. Allstate Insurance Company, 1968, 210 So.2d 244*, held a policy exclusion of an insured from uninsured motorist protection while he occupies a public conveyance (taxicab) and is injured by an uninsured motorist to be void.

The Third District Court, one week after its Forbes decision, in *Hartford Accident and Indemnity Co. v. Mason, 1968, 210 So.2d 474*, held that partial exclusion of uninsured motorist coverage of insured with respect to certain vehicles is void.

The Second District Court of Appeal, on the same day Forbes was decided, held in *First National Insurance Company v. Devine, 211 So.2d 587*, exclusions from the class of insureds under uninsured motorist coverage of drivers under age of twenty-five years was void as against the public policy expressed in Section 627.0851. The court said:

> "* * * *The statute* [F.S. § 627.0851, F.S.A.] *does not contemplate a piecemeal whittling away of liability for injuries* **[**17]** *caused by uninsured motorists*. * * *"

It also said:

> "* * * If the purpose of uninsured motorist insurance is to indemnify an innocent party against injury which might be caused by a wrongdoer, then the age of the innocent party is not a factor in the cause of the injury. * * *"

And neither is the innocent party's mode of transportation a factor.

[*236] The principal case cited by Petitioners for invoking our conflict jurisdiction is *Valdes v. Prudence Mutual Casualty Company, 207 So.2d 312*, decided in 1968 by the Third District Court of Appeal.

Comparison is drawn by Petitioners between the exclusion provisions in the instant case and those in the Webb case on which latter the First District Court rests its decision in the instant case and the exclusion provisions in the Valdes case (see text *page 313 of 207 So.2d)*. In essence, the exclusions are all the same. The three automobile liability insurance policies in *Webb, Valdes*, and the instant case coupling uninsured motorist coverage for bodily injury to the class of insureds therein, all contain a standard exclusion that there is no coverage if the injury is received while an insured **[**18]** occupies an automobile not insured by insurer but which is owned by a named insured or any relative resident in the same household of the named insured.

In *Valdes*, the named insured, as in the instant case of

Mullis, owned two automobiles, each of which he covered with automobile liability insurance containing uninsured motorist coverage. The *Valdes* case involved bodily injury to an insured caused by an uninsured motorist while insured was operating *a motor scooter* (an uninsured vehicle) owned by him. The Third District Court of Appeal held Valdes' injury was covered by his uninsured motorist protection.

In the *Webb* case, a Mr. Webb owned two 1951 Chevrolet automobiles, only one of which he covered with automobile liability insurance and uninsured motorist coverage. His policy contained an exclusionary provision similar to the ones in the *Valdes* case and the instant case. An uninsured motorist injured Mr. Webb while he (Webb) was driving his uninsured Chevrolet. The First District Court of Appeal denied him uninsured motorist coverage.

In *Mullis*, the instant case, the named insured's son, also an insured, was operating a *motorcycle* (an uninsured **[**19]** motor vehicle) owned by his mother. The essentially similar exclusionary provisions in the policies in all three cases (*Webb, Valdes* and *Mullis*) were held to negative insurer's uninsured motorist liability in *Webb* and *Mullis*, but not in *Valdes*.

But the clear conflict here is that Mullis, the instant case, conflicts with the often-announced holding that uninsured motorist coverage under the statute provides bodily injury family protection as if, and to the extent, the uninsured motorist had been covered by a standard auto liability insurance policy under the Financial Responsibility Law, and no exclusions from such protection are permissible. If an auto liability policy insured negligently hits another with his insured automobile, it is immaterial whether such other is a pedestrian or occupies any particular vehicle; the insured's carrier is liable.

Other jurisdictions have refused to approve similar exclusion clauses inserted by insurers contrary to the policy of uninsured motorist insurance laws.

A Federal case of recent origin, *Vaught v. State Farm Fire and Casualty Company, 413 F.2d 539 (8th Cir. 1969)*, held that an exclusionary clause stating that automobiles **[**20]** owned by a municipality were not to be classed as uninsured automobiles was invalid under the Arkansas Uninsured Motorist Statute (Ark.Stat. § 66-4003). Footnote 5, page 542, in the *Vaught* case is too lengthy to reproduce here, but it is interesting to note that it lists six types of exclusionary clauses restricting uninsured motorist coverage which were all declared invalid in various jurisdictions. Among the cases mentioned in the footnote are the *Butts, Powell*, and *Forbes* cases, supra.

In *Aetna Insurance Co. v. Hurst, 1969, 2 Cal.App.3d 1067, 83 Cal.Rptr. 156*, a California insured successfully challenged an **[*237]** exclusion similar to the one in *Webb*. Walter Hurst, while operating his uninsured motorcycle, was injured by an uninsured motorist. Hurst's wife owned a Pontiac insured by Aetna under a policy containing uninsured motorist coverage and Hurst made a claim against Aetna under his wife's policy. Aetna brought an action for declaratory judgment seeking a declaration that Hurst was not covered in this case by virtue of an exclusion which read:

> "This policy does not apply * * * (a) to bodily injury to an insured while occupying an automobile **[**21]** (other than an insured automobile) owned by the named insured or a relative. * * *"

The trial court held in favor of Hurst, stating:

> "(a) Walter's [Hurst's] motorcycle was not an automobile within the meaning of the insurance policy, and (b) in any event the exclusionary clause was ineffective because it conflicted with Insurance Code Section 11580.2." [Which is similar to F.S. § 627.0851, F.S.A.]

The Court of Appeal affirmed this holding, noting that § 11580.2 did not mention any exclusions from its uninsured motorist coverage. Rather, all those falling within California's statutory definition of "insureds" were covered. According to § 11580.2(b), an insured is the named insured and his family residing in this household who are bodily injured by an uninsured motorist while in any motor vehicle insured or not, or elsewhere, as well as other persons so injured while in an insured motor vehicle. Our Sections 627.0851 and 627.0852(1)(a) 1, coupled with *Section 324.021(7)* cover the same class of insureds sustaining bodily injury because of the negligence of an uninsured motorist.

In reaching its conclusion, the California court said *at page 158 **[**22]** of 83 Cal.Rptr.*:

> "Defendant Walter Hurst is a member of the first class. Under the unqualified language of the statute his coverage is not dependent upon whether or not he is in any kind of vehicle. The fact that he was riding an uninsured motorcycle thus has no bearing upon his coverage as defined by the statute."

Uninsured motorist statutes in Virginia and Georgia also

define insureds in two classes; those in the family class covered at all times, and those covered while occupying the insured vehicle. Courts in those states have sustained coverage for policy holders who were injured by uninsured motorists while riding in uninsured automobiles which they owned, rather than in their insured motor vehicle. (*Allstate Insurance Company v. Meeks (1967), 207 Va. 897, 153 S.E.2d 222*, and *Gulf American Fire and Casualty Co. v. McNeal (1967), 115 Ga.App. 286, 154 S.E.2d 411*).

In *Allstate Insurance Company v. Meeks, supra*, an insured owned two automobiles and only one was insured. It was held that the uninsured motorist coverage of one of the automobiles extended to cover the named insured while operating his uninsured automobile, since the court said that the "insured" **[**23]** is a member of an "insured class," and uninsured motorist coverage extends to this class of persons irrespective of their location at time of injury. The courts of the state of Georgia also apply the "class theory" and in *Gulf American Fire & Casualty Co. v. McNeal, supra*, it was held that the uninsured motorist provision which was in effect on a third owned automobile extended the uninsured motorist coverage to their first and second automobiles as to the "insured persons" therein. The court explains at page 416 that under the Georgia Code (§ 56-407A) the insured, his spouse, and relatives of the same household are in a class of "insured persons" that are covered by uninsured motorist family protection even where the "insured automobile is not in any way involved in the insured's injuries."

In sum, our holding is that uninsured motorist coverage prescribed by Section 627.0851 is statutorily intended to provide the reciprocal or mutual equivalent of **[*238]** automobile liability coverage prescribed by the Financial Responsibility Law, i.e., to say coverage where an uninsured motorist negligently inflicts bodily injury or death upon a named insured, or any of his family relatives **[**24]** resident in his household, or any lawful occupants of the insured automobile covered in his automobile liability policy. To achieve this purpose, no policy exclusions contrary to the statute of any of the class of family insureds are permissible since uninsured motorist coverage is intended by the statute to be uniform and standard motor vehicle accident liability insurance for the protection of such insureds thereunder as "if the uninsured motorist had carried the minimum limits" of an automobile liability policy. *Travelers Indemnity Co. v. Powell, supra*, text 246. This case also expressly holds that uninsured motorist coverage under our statutes "has made each member of a family an insured under each such policy purchased by any family member." Text 246.

To recapitulate, Richard Lamar Mullis is insured under the State Farm policies purchased by Shelby Mullis. Pursuant to the requirements of the statute, they cover two classes of insureds. The first includes Shelby Mullis and his wife and members of their family as long as they are residents of his household. In the second class are other persons not members of the Mullis family who are covered only while they are lawful occupants **[**25]** of one of the insured automobiles. Richard Lamar Mullis is a member of the first class; as such he is covered by uninsured motorist liability protection issued pursuant to Section 627.0851 *whenever* or *wherever* bodily injury is inflicted upon him by the negligence of an uninsured motorist. He would be covered thereby whenever he is injured while walking, or while riding in motor vehicles, or in public conveyances, including uninsured motor vehicles (including Honda motorcycles) owned by a member of the first class of insureds. Neither can an insured family member be excluded from such protection because of age, sex, or color of hair. Any other conclusion would be inconsistent with the intention of Section 627.0851. It was enacted to provide relief to innocent persons who are injured through the negligence of an uninsured motorist; it is not to be "whittled away" by exclusions and exceptions.

The statute requires that uninsured motorist coverage be included in all policies delivered or issued for delivery in Florida for the benefit of those insured thereunder. The only exception permitted by the statute is "where any insured named in the policy shall reject the coverage." **[**26]** The named insured here did not reject the statutory coverage.

The decision of the District Court of Appeal is quashed and the cause remanded with direction that further proceedings therein be in accord herewith.

CARLTON, ADKINS, and DREW (Retired), JJ., concur.

BOYD and DEKLE, JJ., dissent with opinion.

ROBERTS, C.J., dissents.

Dissent by: BOYD; DEKLE

Dissent

BOYD, Justice (dissenting).

I must respectfully dissent. We should not impose liability upon an insurance company which is not stated in the policies nor required by statute. In this record there is nothing to persuade me there is such liability here. The opinion of the Court of Appeal, First District should be affirmed.

DEKLE, Justice (dissenting).

See my dissent in *Hodges v. National Union Indemnity Co., Supreme Court, 249 So.2d 679*, opinion filed May 26, 1971.

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TAB 4

Caution
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Martin v. St. Paul Fire & Marine Ins. Co.

Court of Appeal of Florida, Second District

February 7, 1996, Filed

Case No. 94-04020

Reporter
670 So. 2d 997 *; 1996 Fla. App. LEXIS 859 **; 21 Fla. L. Weekly D 379

STANLEY MARTIN and ADRIENNE MARTIN, individually, and as Co-Personal Representatives of the Estate of BRIAN MARTIN, Deceased, Appellants, v. ST. PAUL FIRE AND MARINE, INSURANCE COMPANY, Appellee.

Subsequent History: [1]** Rehearing Denied March 29, 1996. Released for Publication April 18, 1996. Petition for Review Denied October 1, 1996, Reported at: *1996 Fla. LEXIS 1788*.

Prior History: Appeal from the Circuit Court for Hillsborough County; Guy W. Spicola, Judge.

Disposition: Affirmed.

Case Summary

Procedural Posture
Appellant estate sought review from an order of the Circuit Court for Hillsborough County (Florida), which granted summary judgment denying its claim for uninsured motorist benefits on a specialty insurance policy issued by appellee insurer.

Overview

Decedent died in an accident that did not involve an antique motor vehicle. Appellant estate sought benefits under decedent's father's antique motor vehicle policy issued by appellee insurer. Appellant claimed that decedent was a class I insured because his father was the named insured on the policy, and therefore uninsured motorist benefits were payable pursuant to *Fla. Stat. ch. 627.727* (Supp. 1992). The court affirmed the trial court's grant of summary judgment in favor of appellee, holding that ch. 627.727 did not require a specialty insurance policy covering only an antique automobile with restricted highway usage to provide uninsured motorist coverage for accidents not involving the antique.

Outcome
Trial court's order which granted summary judgment in favor of appellee insurer and denied uninsured motorist benefits to appellant estate under an antique motor vehicle specialty policy was affirmed because the uninsured motorist coverage did not extend to vehicles other than the antique.

Counsel: Anthony T. Martino of Clark, Charlton & Martino, P.A., Tampa, for Appellants.

Alan J. Landerman and Pamela Mark Burke of Parker, Goodwin, McGuire, Burke, Landerman & Dabold, P.A., Orlando, for Appellee.

Dock A. Blanchard of Blanchard, Merriam, Abel & Kirkland, P.A., Ocala, for Amicus Curiae Academy of Florida Trial Lawyers.

Judges: ALTENBERND, Judge. SCHOONOVER, A.C.J., and FULMER, J., Concur.

Opinion by: ALTENBERND

Opinion

[*998] ALTENBERND, Judge.

The Estate of Brian Martin (the Estate) appeals a summary judgment denying its claim for uninsured motorist benefits on a specialty insurance policy issued by St. Paul Fire and Marine Insurance Company (St. Paul), insuring an antique automobile. Brian Martin died in an accident that did not involve the antique motor vehicle. The Estate claims that Brian Martin was a class I insured because his father is the named insured on this policy. We hold that the requirements of *section 627.727, Florida Statutes* (Supp. 1992), and the legislative policies interpreted in *Mullis **[**2]** v. State*

Farm Mutual Automobile Insurance Co., 252 So. 2d 229 (Fla. 1971), do not require a specialty insurance policy covering only an antique automobile with restricted highway usage to provide uninsured motorist coverage for accidents not involving the antique.

Brian Martin died as a result of injuries sustained in an automobile accident that occurred on July 12, 1993. He was a passenger in the back of a pick-up truck owned by Marshall Abrams and driven by Thomas Anglin, Jr. Allegedly, the accident was entirely the fault of Mr. Anglin. The insurance company that provided liability coverage for Mr. Abrams' truck has paid its limits of $ 15,000.

At the time of the accident, Brian Martin was fourteen years old and lived with his parents, Stanley and Adrienne Martin, in Brandon, Florida. If the Martins had a typical Florida no-fault automobile insurance policy on a car used by the family for regular transportation, that policy is not disclosed in the record. However, Mr. Martin did own a 1963 Ford Thunderbird that was covered by the antique automobile insurance policy issued by St. Paul. [1]

[3]** Several aspects of St. Paul's insurance policy are important to our decision in this case. The policy is entitled "Antique Automobile Insurance Policy." The declarations page reveals that it insures only the Thunderbird and provides $ 300,000 in liability coverage for each accident, $ 300,000 in uninsured motorist coverage, collision coverage, and personal injury protection. The total premium for the one-year policy, effective June 15, 1993, is $ 181. St. Paul charged $ 16 for the uninsured motorist coverage. Most of the premium, $ 140, is allocated to collision coverage on the antique vehicle. Obviously, the premium charged for liability and uninsured motorist coverage on this policy is a small percentage of the customary charge for comparable coverage on a standard family automobile policy.

St. Paul charges a reduced premium for this policy because the coverage is very limited. Endorsements 31689 and 31716 require that the insured auto be a classic car or a car 25 years or older. The auto must be maintained primarily for use in antique car club activities and only occasionally used for other purposes. The car cannot be driven to and from work or school, and its annual mileage **[*999]** may **[**4]** not exceed 2500 miles. The liability coverage protects the named insured, family members, and other persons actually using the antique auto. Unlike a typical family automobile policy, this specialty policy provides no coverage if the named insured or a family member is driving another automobile. The uninsured motorist coverage is provided in endorsement 50424. This endorsement also limits coverage only to claims of insureds who actually occupy the insured antique auto at the time of the accident. Thus, St. Paul clearly intended for this policy to provide liability coverage and uninsured motorist coverage for 2500 miles of usage of the specific antique car described in the policy while being driven primarily in parades and club outings. In light of the reduced premium, the title of the policy, its coverages, and the correspondence sent to Mr. Martin with this policy, he cannot suggest that St. Paul misled him concerning the special nature of this policy.

After Brian Martin died, his Estate filed this action seeking underinsured motorist coverage from St. Paul. The Estate argued that Brian had been a resident relative in his father's home and that, in light of the public policies announced **[**5]** in *Mullis*, St. Paul was not authorized to issue a policy excluding coverage to a class I insured for such an accident. The trial court rejected this argument, and the Estate filed this appeal.

This issue appears to be a matter of first impression in Florida. At least four other states have considered this issue and have reached varying results. In Louisiana, the restrictive language of a comparable antique automobile insurance policy was enforced albeit over a dissent. *See Sanner v. Zurich-American Ins. Co., 657 So. 2d 252* (La. Ct. App.), *writ denied*, *660 So. 2d 852 (La. 1995)*. In Pennsylvania, an earlier edition of this insurance policy was enforced after the court determined that such a specialty policy was neither contrary to public policy nor in derogation of the insured's statutory rights. The majority opinion emphasized that the intent of the insurance policy and the reasonable expectations of the insured would not require typical uninsured motorist coverage in such a policy. *See St. Paul Mercury Ins. Co. v. Corbett, 428 Pa. Super. 54, 630 A.2d 28 (Pa. Super. Ct. 1993)*. A dissent by four of the nine judges on that court relies heavily on language that no longer appears in St. Paul's **[**6]** policy.

[1] The policy in the record appears to be issued by St. Paul Mercury Insurance Company, which is one of the other members of the St. Paul Companies. Since St. Paul Fire and Marine Insurance Company has not objected to being named as the defendant in this case, we assume that this misnomer is not significant.

The Supreme Court of Wisconsin refused to enforce such restrictions in an insurance policy, holding that it violated the applicable statutory requirements. *See* St. Paul Mercury Ins. Co. v. Zastrow, 166 Wis. 2d 423, 480 N.W.2d 8 (Wis. 1992). Three judges on that court dissented, arguing that a specialty policy on an antique automobile need not fulfill the statutory requirements for a standard policy. Finally, in Minnesota, an appellate court ruled that the policy did provide coverage to a class I insured for accidents not involving the insured antique auto. That court, however, allowed the antique automobile policy to receive favorable treatment on the issue of apportionment of the amount of the claim between two insurance policies. *See* State Farm Mut. Auto. Ins. Co. v. Zurich Ins. Co., 439 N.W.2d 751 (Minn. Ct. App. 1989). [2]

[7]** In reaching a decision in this case, we have experienced the same difficulties that troubled the courts in the other four states. There are strong public policies favoring statutorily required UM coverage, and thus an insurance company's right to restrict such coverage is limited. Nevertheless, we conclude that the legislature has never intended to mandate class I, family-style uninsured motorist coverage in such a specialty policy. Instead, we are convinced that the strong public policies encouraging uninsured motorist coverage will be better served if we permit the coverage limitations in this specialty policy.

Section 627.727(1), Florida Statutes (Supp. 1992), provides:

> No motor vehicle liability insurance policy which provides bodily injury liability coverage shall be delivered or issued for delivery in this state with respect to any **[*1000]** specifically insured or identified motor vehicle registered or principally garaged in this state unless uninsured motor vehicle coverage is provided therein or supplemental thereto for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily **[**8]** injury, sickness, or disease, including death, resulting therefrom.

There is no dispute that the antique automobile policy is a policy of "motor vehicle liability insurance" delivered in Florida on a specifically described Florida automobile. Although "motor vehicle" is not defined in section 627.727, it is undisputed that this 1963 Thunderbird is a "private passenger motor vehicle" for purposes of the Florida Motor Vehicle No-Fault Law. § 627.732(1), Fla. Stat. (1991). This car is not quite old enough to qualify as a "horseless carriage," and even such antiques are generally regarded as motor vehicles. § 320.086, Fla. Stat. (1991). Thus, St. Paul cannot avoid the uninsured motorist statute by arguing that the antique auto is not a motor vehicle due to its restricted usage.

Likewise, section 627.727(9) permits insurance companies to offer policies with specific limitations on the uninsured motorist coverage. The limitation in this policy is more restrictive than any of the options in subsection (9). Accordingly, that subsection does not support St. Paul's argument.

We conclude that St. Paul's position is supported by two alternative theories, the second of which is more **[**9]** convincing. First, there are a few cases authorizing the exclusion of uninsured motorist coverage if the claimant is not an insured for liability purposes when occupying the vehicle involved in the accident. *See, e.g.*, *Government Employees Ins. Co. v. Wright, 543 So. 2d 1320* (Fla. 4th DCA), *review denied*, *551 So. 2d 464 (Fla. 1988)*; *Bolin v. Massachusetts Bay Ins. Co., 518 So. 2d 393 (Fla. 2d DCA 1987)*. Initially, the supreme court accepted the reasoning of these cases. World Wide Underwriters Ins. Co. v. Welker, 640 So. 2d 46 (Fla. 1994); Nationwide Mut. Fire Ins. Co. v. Phillips, 640 So. 2d 53 (Fla. 1994). Recently, the supreme court receded from *Welker* and *Phillips*, but suggested in dicta that an insurance policy may validly limit uninsured motorist coverage if the "liability coverage is inapplicable to a particular individual." Government Employees Ins. Co. v. Douglas, 654 So. 2d 118, 120 (Fla. 1995) (quoting *Valiant Ins. Co. v. Webster, 567 So. 2d 408, 412 (Fla. 1990)* (Shaw, J., dissenting)).

In this case, the liability coverage would not apply to this fourteen-year-old boy if, instead of being a passenger, he were driving the truck at **[**10]** the time of this accident. Indeed, the liability coverage would not protect Mr. Martin, the named insured, if he had been driving this truck. Thus, if the reasoning of *Bolin* survives the decision in *Douglas*, we could affirm the trial court on this rationale. This rationale is similar to that employed

[2] We note with some disappointment that neither the parties nor amicus included these cases in their citations. This is true despite the fact that St. Paul was a party in two of the cases. On an issue of first impression, a discussion of out-of-state cases is frequently quite helpful. This court located these cases without great difficulty during computer-assisted research.

by the Louisiana court in *Sanner*. *See* 657 So. 2d at 255.

We do not rely exclusively on this rationale for two reasons. First, it is not entirely clear that the supreme court intended to approve the *Bolin* reasoning in *Douglas*. In *Mullis*, the young man who received uninsured motorist coverage was not insured on the family's automobile policy for liability coverage when operating the motorcycle involved in that accident. Thus, this reading of *Douglas* seems inconsistent with *Mullis*.

Second, making the availability of uninsured motorist coverage dependent on liability coverage seems somewhat arbitrary and unrelated to the public policies promoted by uninsured motorist coverage. *See* Bulone v. United Servs. Auto. Ass'n, 660 So. 2d 399, 405 n.10 (Fla. 2d DCA 1995). A family may well have a great need for uninsured motorist coverage for family members **[**11]** who have no need to be included within the definition of insured for liability purposes. *See, e.g.*, *Bolin, 518 So. 2d 393* (involved claims by persons who had elected not to purchase insurance on all of their cars). These concerns are better remedied by the various policy options offered by the legislature in section 627.727(9) than by judicial approval of broader exclusions based on the definition of "insured" in the separate section of the policy providing liability coverage.

As a result, we also rely upon an alternative analysis for our result. Section ***[*1001]*** 627.727(1) does not specifically mandate coverage for claims unconnected with the insured vehicle. The requirement that class I insureds receive coverage for claims when they are pedestrians or occupants of other vehicles is an interpretation of section 627.727 announced in *Mullis*. In *Mullis*, the supreme court analyzed a standard family automobile policy before the advent of no-fault insurance and during the period in which uninsured motorist coverage was expressly tied to the financial responsibility statute. *See* § 627.0851, Fla. Stat. (1965). In that context, the court concluded that a policy issued to the **[**12]** *tortfeasor* to comply with financial responsibility would have provided liability insurance benefiting the injured motorcyclist as a claimant. Moreover, because a policy that satisfied financial responsibility was required to cover the family members for purposes of liability coverage, the court concluded that the legislature intended to protect the same class of insureds from uninsured motorists. Thus, in *Mullis*, the court used the similarity between that liability coverage required by the financial responsibility statute and that uninsured motorist coverage required by another statute to mandate certain coverage, rather than to limit it. In so doing, it equated uninsured motorist coverage with "family protection." 252 So. 2d at 233.

In contrast to the era of *Mullis*, an automobile now insured under a Florida no-fault policy is generally not a "motor vehicle" for purposes of financial responsibility. *§ 324.021(1), Fla. Stat.* (1993). This antique automobile policy does not provide the minimum coverage required for Mr. Martin in a policy issued for financial responsibility purposes. § 324.151(1)(b), Fla. Stat. (1993). It is not legally required to provide that coverage **[**13]** because the policy does provide the necessary no-fault coverage. Section 627.727 no longer mandates that the uninsured motorist coverage provide a level of protection equivalent to the protection that would exist if the tortfeasor had a policy complying with financial responsibility. Thus, tying uninsured motorist coverage to financial responsibility coverage is no longer a compelling analysis.

On the other hand, the concept that class I uninsured motorist coverage is "family coverage" remains viable. *See* Douglas, 654 So. 2d 118; Coleman v. Florida Ins. Guaranty Ass'n, 517 So. 2d 686 (Fla. 1988). The broad coverage mandated for class I insureds in *Mullis* is still mandated in all policies insuring motor vehicles that are family automobiles. But such broad uninsured motorist coverage has never been legislatively required for motorcycles or other specialty recreational vehicles. The antique car insured in this case is a hobby, not a means of family transportation. Accordingly, we do not conclude that the legislative policies concerning uninsured motorist coverage are violated by the specialty policy St. Paul issued in this case.

If we were to reach the opposite result, **[**14]** three developments would assuredly occur. First, the insurance companies providing this coverage to antique car enthusiasts would be required to dramatically increase the cost of the coverage. Second, this dramatic increase in premiums would cause many owners to completely reject uninsured motorist coverage on their antiques. Thus, by claiming to promote the legislative policy in favor of uninsured motorist coverage, we would actually cause a reduction in the number of motor vehicles insured with this coverage for their class I and class II occupants. Finally, by requiring expensive coverage that would duplicate true family automobile coverage in most instances, we would force the legislature to amend this statute on yet another occasion in its never-ending efforts to provide cost-

effective UM coverage for Florida residents. These developments seem to be clear proof that the legislature did not intend this result. Accordingly, we approve this limitation in a policy covering only an antique automobile with restricted highway use.

Affirmed.

SCHOONOVER, A.C.J., and FULMER, J., Concur.

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