

**Priority: STANDARD****Field Sheet #2023038660**

Received: 8/9/2023 at 2:23 pm

Court Date: Filed:

**SERVE:****Work: Batata Trucking LLC R/A: Angel M. Perez Gotay, 435 Arkansas Ct., Poinciana, FL 34759****SPECIAL INSTRUCTIONS:****Attempts**Server: **Ashburn Associates Inc**

	Date	Time	Comments
1.	/		
2.	/		
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6.	/		
7.	/		
8.	/		

**Actual Service Info**

Married? \_\_\_\_\_

Type: \_\_\_\_\_

Military? \_\_\_\_\_

Miles \_\_\_\_\_

Served on: \_\_\_\_\_ As: \_\_\_\_\_

Hours \_\_\_\_\_

Address: \_\_\_\_\_

Additional Addr: 1 2 3

Comments: \_\_\_\_\_

Courier \_\_\_\_\_

Out of Pocket Costs

Age\_\_\_\_ Sex M F Race\_\_\_\_ Height\_\_\_\_ Weight\_\_\_\_ Hair\_\_\_\_ Glasses Y N

Case Number: 2023CA005042000000 Polk Circuit

Plaintiff

GRANADA INSURANCE COMPANY

Defendant

BATATA TRUCKING LLC; ANGEL YADRIE

Type of Writ: **Summons, Complaint For Declaratory Relief**

I acknowledge receipt of the documents listed above and confirm that the within-named party is / is not in active military service. (To change, go to Setup>Misc Text>FS Acknowledgement.)

\_\_\_\_\_  
Signature of Recipient

IN THE CIRCUIT COURT OF THE 10<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR POLK COUNTY,  
FLORIDA  
CIVIL DIVISION

GRANADA INSURANCE COMPANY,

CASE NO. 2023CA005042000000

Plaintiff,

-vs-

BATATA TRUCKING LLC; ANGEL  
YADRIEL PEREZ RODRIGUEZ; AND  
MARK COUCH,

Defendants.

**SUMMONS**

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint for Declaratory Relief in this action on defendant:

**BATATA TRUCKING LLC, by serving its registered agent, Angel M. Perez Gotay, 434 Arkansas Ct., Poinciana, FL 34759**

Each defendant is required to serve written defenses to the Complaint for Declaratory Relief on the Plaintiff's attorney, whose address is:

PEDRO E. HERNANDEZ, Fla. Bar No. 30365, [phernandez@hinshawlaw.com](mailto:phernandez@hinshawlaw.com)

DANIEL C. SHATZ, Fla. Bar No. 94696, [dshatz@hinshawlaw.com](mailto:dshatz@hinshawlaw.com)

VERONICA GUERRA, Fla. Bar No. 119181, [vguerra@hinshawlaw.com](mailto:vguerra@hinshawlaw.com)

**HINSHAW & CULBERTSON, LLP**

2525 Ponce de Leon Boulevard, 4th Floor, Coral Gables, FL 33134

Telephone: 305-358-7747 | Facsimile: 305-577-1063

within 20<sup>1</sup> days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED: 06/30/2023

STACY M. BUTTERFIELD  
Clerk of the Circuit Court & Comptroller



53-2023CA-005042-0000-00  
By: [Signature]  
6/30/2023 2:37:45 PM  
Deputy Clerk

**AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE**

"If you qualify under the Americans with Disabilities Act (ADA) and need assistance within the court system, please visit Tenth Judicial Circuit of Florida website or use the following contact information: TDD Number (863) 534-7777; Voice Number (863) 534-4686. If you are hearing or voice impaired, please call 711 or 800-955-8770 for the Florida Relay Service."

<sup>1</sup> Except when suit is brought pursuant to section 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to section 768.28, Florida Statutes, the time to respond shall be 30 days.

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

Plaintiff's Attorneys:

PEDRO E. HERNANDEZ, Fla. Bar No. 30365, [phernandez@hinshawlaw.com](mailto:phernandez@hinshawlaw.com)

DANIEL C. SHATZ, Fla. Bar No. 94696, [dshatz@hinshawlaw.com](mailto:dshatz@hinshawlaw.com)

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IN THE CIRCUIT COURT OF THE  
TENTH JUDICIAL CIRCUIT, IN AND  
FOR POLK COUNTY, FLORIDA

CIVIL DIVISION

GRANADA INSURANCE COMPANY,

Plaintiff,

CASE NO.

vs.

BATATA TRUCKING LLC; ANGEL  
YADRIEL PEREZ RODRIGUEZ; and MARK  
COUCH,

Defendants.

/

**COMPLAINT FOR DECLARATORY RELIEF**

Granada Insurance Company (“Granada”) files its Complaint against Batata Trucking. (“Batata”), Angel Yadriel Perez Rodriguez (“Rodriguez”) and Mark Couch (“Couch”) for declaratory relief and states as follows:

**JURISDICTION AND VENUE**

1. This is an action for declaratory relief pursuant to Florida Statute § 86.011 filed for the purpose of determining an actual and present controversy between the parties as to the scope of Granada’s obligations, if any, to defend Batata and Rodriguez against claims made by Couch for alleged injuries stemming from a motor vehicle collision which occurred on August 31, 2022, in Polk County, Florida (the “Incident”).

2. Granada is a Florida Corporation with its principal place of business in Miami, Miami-Dade County, Florida.

3. At all times material to this action, Batata was a Florida Corporation with its principal place of business in Kissimmee, Osceola County, Florida.

4. Upon information and belief, Rodriguez is a resident of the state of Florida residing in Kissimmee, Osceola County, Florida.

5. Upon information and belief, Couch is a resident of the state of Florida residing in Winter Haven, Polk County, Florida.

6. Jurisdiction is proper as the amount in controversy exceeds \$30,000.00 exclusive of interest, costs and attorney's fees.

7. Venue is proper in the Circuit Court of the Tenth Judicial Circuit in Polk County, Florida because one or more defendants reside here and the events giving rise to the claim as set forth below occurred here.

### **THE FACTS**

8. Granada entered into a contract of commercial automobile insurance with Batata bearing Policy No. 0110FL00046265, which was in effect from February 9, 2022 to February 9, 2023 (the "Policy"). A copy of the Policy is attached as **Exhibit "A"**.

9. The Policy contains the following pertinent provisions:

#### **COMMERCIAL AUTOMOBILE STANDARD**

Amended Declarations

#### **NAMED INSURED AND ADDRESS**

BATATA TRUCKING LLC  
408 DANUBE WAY  
Kissimmee, FL 34759

#### **===== SCHEDULE OF COVERED AUTOS =====**

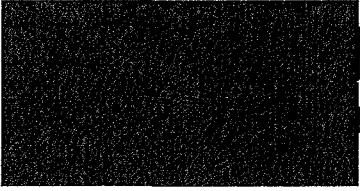
##### **Covered Auto Garaging Location:**

570 DETOUR RD # 4.  
Dundee , FL , 33838

<b>VEH NO.</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>VIN</b>	<b>TERR</b>	<b>STATE</b>
3	2006	FRHT	TRACTOR	1FUJBBCK26LV74915	10	FL
8	2001	FRHT	TRACTOR	1FUJA6CG21PH99653	10	FL
11	2005	FRHT	TRACTOR	1FUJA6AV55LP00576	10	FL
12	2006	FRHT	TRACTOR	1FUJA6CK66LW41591	10	FL

\*\*\*

===== DRIVER INFORMATION =====

DR	STATUS	BIRTH	LICENSE NUMBER	NAME
1	Approved			ANGEL PEREZ
2	Approved			ANDY NOEL ORTIZ NIEVES
3	Approved			FERNANDO ALICEA
4	Approved			JAVIER SICARD DIAZ
5	Approved			JONATHAN RODRIGUEZ
6	Approved			OSVALDO PADILLA
7	Approved			JAVIER OSVALDO SERRANO

\*\*\*

## SECTION I – COVERED AUTOS

Item Two of the Declarations shows the “autos” that are covered “autos” for each of your coverages. The following numerical symbols describe the “autos” that may be covered “autos”. The symbols entered next to a coverage on the Declarations designate the only “autos” that are covered “autos”.

### A. Description Of Covered Auto Designation Symbols

Symbol		Designation Symbol
7	Specifically Described “Autos”	Only those “autos” described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any “trailers” you don’t own while attached to any power unit described in Item Three).

\*\*\*

## SECTION II – LIABILITY COVERAGE

### A. Coverage

We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

We will also pay all sums an “insured” legally must pay as a “covered pollution cost or expense” to which this insurance applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “autos”. However we will only pay for the “covered pollution cost or

expense” if there is either “bodily Injury” or “property damage” to which this insurance applies that is caused by the same “accident”.

We have the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense”. However, we have no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

\*\*\*

## **SECTION V – DEFINITIONS**

- A.** “Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.
- B.** “Auto” means:
  - 1.** A land motor vehicle, “trailer” or semitrailer designed for travel on public roads; or
  - 2.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

- C.** “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

\*\*\*

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

### **WHO IS AN INSURED REDEFINED**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

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

- A.** Paragraph **A.1 Who Is An Insured of SECTION II – LIABILITY COVERAGE** is deleted and replaced by the following:

**1. Who is An Insured**

The following are insureds:

- a. You for any covered “auto” but only when the covered “auto” is driven by an approved driver.
- b. Any “approved driver” while using with your permission a covered “auto”.

**B.** The following definition is added to the **DEFINITIONS** Section:

“Approved driver” means:

1. Any driver who is listed on the Driver Information section of the Declarations for this insurance policy and not otherwise excluded from coverage under a Named Driver Exclusion Endorsement; or
2. Any driver who you have subsequently requested that we add as an “approved driver” and for whom we have notified you by endorsement that said driver is accepted by us as an “approved driver”.

Coverage on any newly “approved driver” will become effective as of the date and time we advise you by endorsement.

\* \* \*

10. The August 31, 2022 Incident occurred near the intersection of US Highway 27 and Polk City Road in Polk County, Florida, when the vehicle operated by Rodriguez (the “Subject Vehicle”), allegedly collided into the vehicle being operated by Couch.

11. Couch was allegedly injured as a result of the Incident.

12. Rodriguez, the driver of the Subject Vehicle at the time of the Incident, was not one of the approved drivers identified on the Policy.

13. Granada disputes that the Policy affords insurance coverage for claims arising out of the Incident and seeks declaratory relief to this effect.

14. Although Couch is not a contracting party to the Policy, Granada joins Couch in this action because his rights, if any, may be impacted by the expeditious resolution of coverage contemplated by Florida’s Declaratory Judgment Act.



15. All conditions precedent to bringing this action have been performed or otherwise waived.

**COUNT I –NO DUTY TO DEFEND OR INDEMNIFY BATATA OR RODRIGUEZ  
BASED UPON THE WHO IS AN INSURED REDEFINED ENDORSEMENT**

16. Granada realleges paragraphs 1 through 15 as paragraph 16 of Count I.

17. Granada's duty to defend or indemnify Batata and Rodriguez is limited to paying all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

18. By endorsement, the definition of "who is an insured" was changed to include Batata for any covered "auto" but only when the covered "auto" is driven by an "approved driver" and any "approved driver" while using with Batata's permission a covered "auto," or any "approved driver" while using with Batata's permission a covered "auto."

19. An "approved driver" is defined to mean "(1) any driver who is listed on the Driver Information section of the Declarations for this insurance policy and not otherwise excluded from coverage under a Named Driver Exclusion Endorsement; or (2) Any driver who you have subsequently requested that we add as an 'approved driver' any for whom we have notified you by endorsement that said driver is accepted by us as an 'approved driver.'"

20. The Incident involved a vehicle driven by Rodriguez.

21. Rodriguez is not identified as one of the seven approved drivers in the Policy in effect at the time of the Incident; Rodriguez is not identified as an "approved driver" in either the Policy's declarations or by way of endorsement, and Granada did not receive any request to add, nor did it agree to add, Rodriguez as an "approved driver" prior to the Incident.

22. Based upon the foregoing, Rodriguez is not an “approved driver” within the meaning of the Policy and, therefore, neither Batata nor Rodriguez are insureds entitled to coverage under the Policy for any claims arising out of the Incident.

23. Accordingly, there is no coverage under the Policy for claims arising out of the Incident.

24. In view of the foregoing, an actual and present controversy exists between the parties as to the scope of Granada’s obligations, if any, to defend or indemnify Batata or Rodriguez under the Policy for any claims arising out of the Incident.

WHEREFORE, Granada Insurance Company respectfully requests this Court to find and declare that it has no obligation under the Policy to defend, or therefore indemnify, Batata or Rodriguez for any claims arising out of the Incident since neither Batata nor Rodriguez qualify as an insured under the Policy for claims arising out of the Incident.

Dated: June 19, 2023.

Respectfully submitted,

**HINSHAW & CULBERTSON LLP**

*/s/ Veronica Guerra*

**PEDRO E. HERNANDEZ**

Florida Bar No. 30365

[phernandez@hinshawlaw.com](mailto:phernandez@hinshawlaw.com)

**DANIEL C. SHATZ**

Florida Bar No. 94696

[dshatz@hinshawlaw.com](mailto:dshatz@hinshawlaw.com)

**VERONICA GUERRA**

Florida Bar No. 119181

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2525 Ponce de Leon Blvd., 4th Floor

Coral Gables, FL 33134

Telephone: 305-358-7747

Facsimile: 305-577-1063

*Attorneys for Granada Insurance Company*

## **EXHIBIT “A”**

**COMMERCIAL AUTO  
GARAGING LOCATION  
SUPPLEMENTAL APPLICATION**

Name Insured : Batata Trucking Llc


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Applicant declares and confirms that the declared garaging location address listed on this application is where all vehicle(s) are garaged on a daily basis and premium determination is based on this address:

570 Detour Rd # 4 Dundee FL 33838

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I represent that I am the person identified as the named insured or I am the authorized signatory of the named insured entity. I acknowledge and agree to the statements contained within this application.

 <small>Angel Perez (FEB 5, 2019 - 11:10 EST)</small>	02/08/2021	ANGEL PEREZ
Applicant Signature	Date	Print Name

 <small>Lisbett Montas de Oca</small>	02/08/2021	Lisbett Montas de Oca
Agent Signature	Date	Print Name of Agent

The agent has no authority to bind coverage. The Agent has no right to make, alter, modify or discharge any contract or policy issued on the basis of this application.

Per Florida Statute 817.234(1)(b), any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.



Granada Insurance Company  
P.O. Box 558810  
Miami, FL 33255-8810

**COMMERCIAL AUTOMOBILE  
SUMMARY PAGE  
Amended Declarations**

Policy Number: 0110FL00046265

Policy Period 02/09/2022 to 02/09/2023 12:01 A.M. Standard Time at the address of the Named Insured stated below.

**NAMED INSURED AND ADDRESS**

BATATA TRUCKING LLC  
408 DANUBE WAY  
Kissimmee, FL 34759

**AGENT NAME AND ADDRESS**

EQUIINSURANCE, LLC  
14062 N W 82ND AVENUE  
MIAMI LAKES, FL 33016

5105

PHONE: (305) 557-5578

**Business Description :** Intrastate Non-Hazmat Carrier – State of Florida Only

**Form of Business :** Corporation

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FOR QUESTIONS, COMPLAINTS OR TO OBTAIN INFORMATION ABOUT COVERAGE CALL (800) 392-9966 OR YOUR AGENT TEL# (305) 557-5578.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

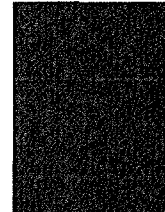
===== **COVERAGE SUMMARY** =====

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

**COVERAGE PART(S) ATTACHED**

Commercial Auto Coverages

**PREMIUM**



**SUB-TOTAL:**

**MGA POLICY FEE:**

**TOTAL PREMIUM:**

===== **ENDORSEMENTS MADE PART OF THIS POLICY** =====

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY AND MADE A PART OF THIS POLICY AT THE TIME OF ISSUE

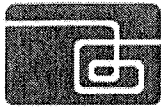
NUMBER	EDITION	DESCRIPTION
IIP-NOTICE	04-01	Important Information About Your Privacy
IL 00 03	09-08	Calculation Of Premium
IL 00 17	11-98	Common Policy Conditions
GIC-RMP-102	03-98	Risk Management Program

===== **END OF SUMMARY DECLARATIONS** =====

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

GIC AC A DEC (11/19)

Issued 07/12/2022



Granada Insurance Company  
P.O. Box 558810  
Miami, FL 33255-8810

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SUMMARY PAGE  
Amended Declarations**

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**NAMED INSURED AND ADDRESS**

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408 DANUBE WAY  
Kissimmee, FL 34759

**AGENT NAME AND ADDRESS**

EQUIINSURANCE, LLC  
14062 N W 82ND AVENUE  
MIAMI LAKES, FL 33016

5105

PHONE: (305) 557-5578

===== **REASON FOR CHANGE** =====

RECEIVED CHANGE ON JULY 10, 2022 AT 2:26 PM -ENDORSEMENT EFFECTIVE JULY 10, 2022 AT 2:26 PM. ADDED DRIVER JAVIER OSVALDO SERRANO.

===== **SCHEDULE OF COVERAGES & AUTOS** =====

THIS POLICY PROVIDES THE DESCRIBED COVERAGES ONLY FOR THOSE AUTOS SHOWN AS COVERED AUTOS BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO DESIGNATED SYMBOLS SECTION OF THIS POLICY.

COVERAGES	COV. AUTO SYMBOL	LIMIT OF INSURANCE	PREMIUM
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**LIABILITY**

CSL-Bodily Injury/Property Damage	7	\$300,000 per accident	
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**PERSONAL INJURY PROTECTION**

7	\$10,000 per person \$0 deductible
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**BASIC COVERAGE PREMIUM:**

**ATTACHED ENDORSEMENTS PREMIUM:\*\*\***

**TOTAL COMMERCIAL AUTOMOBILE PREMIUM:**

===== **ENDORSEMENTS MADE PART OF THIS POLICY** =====

NUMBER	EDITION	DESCRIPTION
CA 00 01	03-06	Business Auto Coverage Form
CA 01 28	03-09	Florida Changes
CA 02 67	01-21	Florida Changes - Cancellation and Nonrenewal
CA 22 10	01-13	Florida Personal Injury Protection
CA 23 04	10-01	Rolling Stores
CA 23 94	03-06	Silica-Related Dust Exclusion - Covered Autos
CHARGE		Non Owned Trailer Charge ***
CHARGE		Non Owned Trailer Charge ***
CHARGE		Non Owned Trailer Charge ***
CHARGE		Non Owned Trailer Charge ***
GICCA	04-09	JACKET
GICCA814	02-09	Punitive Damages Exclusion
GICCA816	04-09	Racing Exclusion

GIC AC A DEC (11/19)

Issued 07/12/2022



Granada Insurance Company  
P.O. Box 558810  
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5105

PHONE: (305) 557-5578

GICCA819	05-10	Insured-Family Member Exclusion
GICCA828	07-12	Notice - PIP Medical Fee Schedule
GICCA836	02-16	Who Is An Insured Redefined
GICCA854	09-19	Exclusion-Assault and Battery
GICCA859	12-19	Exclusion- Sand, Gravel or Aggregates Hauling
GICCA868	05-20	Amendment Of Employee Definition
GICCA869	06-20	Excl-Injury or Damage Caused by Firearms
GICCA873	07-20	Communicable Disease Exclusion
GICCA876	02-21	Florida Changes - Cancellation and Nonrenewal
IL 00 21	09-08	Nuclear Energy Liability Exclusion End't
NAPIP822	09-10	Notification of Availability of PIP Options
NAUMC821	09-10	FL Notification of Availability - UM Coverage

\*\*\* A Non-Owned Trailer is only a covered "auto" for Liability Coverage while it is attached to a scheduled power unit.



Granada Insurance Company  
P.O. Box 558810  
Miami, FL 33255-8810

**COMMERCIAL AUTOMOBILE  
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408 DANUBE WAY  
Kissimmee, FL 34759

**AGENT NAME AND ADDRESS**

EQUIINSURANCE, LLC  
14062 N W 82ND AVENUE  
MIAMI LAKES, FL 33016

5105

PHONE: (305) 557-5578

===== **SCHEDULE OF COVERED AUTOS** =====

**Covered Auto Garaging Location:**

570 DETOUR RD # 4,  
Dundee, FL, 33838

VEH NO.	YEAR	MAKE	MODEL	VIN	TERR	STATE
3	2006	FRHT	TRACTOR	1FUJBCK26LV74915	10	FL
8	2001	FRHT	TRACTOR	1FUJA6CG21PH99653	10	FL
11	2005	FRHT	TRACTOR	1FUJA6AV55LP00576	10	FL
12	2006	FRHT	TRACTOR	1FUJA6CK66LW41591	10	FL

VEH NO.	RADIUS	GVW/ GCW	COMP. DED	COLL. DED	CODE
3	51-200	Extra-Hvy-T-Tractors			50221
8	51-200	Extra-Hvy-T-Tractors			50221
11	51-200	Extra-Hvy-T-Tractors			50221
12	51-200	Extra-Hvy-T-Tractors			50221

**COVERAGES**

CSL(BI & PD)  
Personal Injury Protection

**PREMIUM**


Auto 3      Auto 8      Auto 11      Auto 12

Total Per Auto


===== **DRIVER INFORMATION** =====

DR	STATUS	BIRTH	LICENSE NUMBER	NAME
1	Approved	78	1080	ANGEL PEREZ
2	Approved	74	3760	ANDY NOEL ORTIZ NIEVES
3	Approved	67	3300	FERNANDO ALICEA
4	Approved	89	4540	JAVIER SICARD DIAZ
5	Approved	88	3320	JONATHAN RODRIGUEZ
6	Approved	74	3280	OSVALDO PADILLA
7	Approved	01	0810	JAVIER OSVALDO SERRANO




GRANADA INSURANCE COMPANY		
		
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<b>DESCRIPTION OF VEHICLE</b>		
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2006 FRHT/TRACTOR	1FUJBCK26LV74915	
<b>AGENCY/COMPANY ISSUING CARD</b>		
EQUIINSURANCE, LLC		
PHONE: (305) 557-5578		
<b>INSURED: BATATA TRUCKING LLC</b>		
408 DANUBE WAY		
KISSIMMEE, FL 34759		
<b>NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE</b>		
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QIC-4DC-001 (Rev. 05/07)

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QIC-4DC-001 (Rev. 05/07)

**IF YOU HAVE AN ACCIDENT-  
NOTIFY POLICE IMMEDIATELY**

Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name, address, and telephone number of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.
3. Do not admit fault. Do not discuss the accident with anyone except your Agent/Company or Police.

**IMPORTANT TELEPHONE NUMBERS**

Granada Insurance Company	(800) 392-9966
Equiinsurance, LLC	(305) 557-5578

31C-IDC-001 (Rev. 05/07)

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GC-IDC-001 (Rev. 05/07)

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GC-IDC-001 (Rev. 05/07)

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3. Do not admit fault. Do not discuss the accident with anyone except your Agent/Company or Police.

**IMPORTANT TELEPHONE NUMBERS**

Granada Insurance Company	(800) 392-9966
Equiinsurance, LLC	(305) 557-5578

3-C4DC-001 (Rev. 05/07)

**IF YOU HAVE AN ACCIDENT-  
NOTIFY POLICE IMMEDIATELY**

Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name, address, and telephone number of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.
3. Do not admit fault. Do not discuss the accident with anyone except your Agent/Company or Police.

**IMPORTANT TELEPHONE NUMBERS**

Granada Insurance Company	(800) 392-9966
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3-C4DC-001 (Rev. 05/07)

**GRANADA INSURANCE COMPANY  
and AFFILIATES**

**IMPORTANT INFORMATION ABOUT YOUR PRIVACY**

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Please read the publication to learn more about our privacy policies.

We are dedicated to continuing our long Tradition of Integrity and Responsive Service.

Your Financial Security, Your Satisfaction and Your Privacy.

We value your business and we appreciate the trust you've placed in us. That's why we're serious about keeping your personal information private. This document describes how we handle your personal information and what steps Granada takes to protect your privacy.

**THE INFORMATION WE COLLECT**

We may collect nonpublic personally identifiable information as follows:

**Information We Obtain From You**

Information you provide to us during the quoting and/or application process, such as your name, address, phone number, e-mail address, social security number, driver's license number, or date of birth;

**Information About Transactions**

Information about your transactions and experiences with us and others, such as your balance, payment history, when you have a claim, or coverage and vehicle changes;

**Information From Third Parties**

Information obtained from consumer reporting agencies, which provide us with motor vehicle reports, claim reports and/or credit scores.

**THE INFORMATION WE DISCLOSE**

Information about our customers or former customers will only be disclosed as permitted or required by law. Information about our former customers will be safeguarded to the same extent as information about our current customers.

Information about you which has been collected, is maintained in your policy and/or claims records. We use this information to process and service your policy and settle claims or with your consent or as directed by you.

We may also disclose it to persons or organizations as necessary to perform transactions you request or authorize.

**Example:** We must exchange information about you with our agents, investigators, appraisers, attorneys and other persons who are or will become involved in processing your application and servicing your policy or any claims you may make.

**Example:** When you are involved in a claim, policy information is provided to adjusters and the appropriate business that will repair your vehicle.

**Example:** We may share information with persons or organizations that we have determined need the information to perform a business, professional or insurance function for us, such as businesses that help us with administrative functions.

We may also share your information for other permitted purposes, including:

- with another insurance company if you are involved in an accident with their insured;
- with our reinsurers;
- with insurance-support organizations that detect and prevent fraud;
- with state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities; or
- if ordered by a subpoena, search warrant or other court order.

**GRANADA INSURANCE COMPANY  
and AFFILIATES**

**CONFIDENTIALITY AND SECURITY**

We restrict access to nonpublic personally identifiable information about you to those employees whom we have determined need to know that information to provide products or services to you. We maintain strict physical, electronic and procedural safeguards designed to protect your information from unauthorized access by third parties.

**FURTHER INFORMATION**

If you have any questions about the confidentiality of your information, please write to us at:

Administration  
GRANADA INSURANCE COMPANY  
4075 S.W. 63rd Avenue  
Miami, Florida 33155

[www.granadainsurance.com](http://www.granadainsurance.com)

*Thank you for this opportunity to serve you. Your relationship and trust are very important to us. Please be assured that we will abide by our policies and products to protect your information.*

No insurance coverage is provided by this notice and disclosure nor can it be construed to replace any provision of your policy.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.





GRANADA INSURANCE COMPANY, offers to its insureds The Florida Risk Management Program (Rule 4-166.040) in accordance with section 627.0625(Florida Statutes), which is available upon request by the insured.

We will choose a program tailored just for you, depending on the size, exposures and operations you might have. There is no cost for the basic program which includes a self-inspection of your premises and operations.

GRANADA INSURANCE COMPANY is proud to service you in any way we can. If you have any questions on The Florida Risk Management Program, please contact your GRANADA INSURANCE COMPANY AGENT.

FLORIDA COMMERCIAL PROPERTY AND CASUALTY RISK MANAGEMENT PROGRAM

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Policy Number \_\_\_\_\_

Send this portion to: Granada Insurance Company  
Loss Control Department  
4075 S.W. 83<sup>rd</sup> Avenue  
Miami, FL 33155-4200



## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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## B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or

- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### **6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### **11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 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 the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

##### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and 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:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.



- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### **4. Loss Payment – Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

### **5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## **B. General Conditions**

### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

## 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For **Hired Auto Physical Damage Coverage**, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.

**N.** "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

**O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**P.** "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

**A. Physical Damage Coverage** is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.
3. Paragraph 1. of **Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and 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:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**B. The General Conditions** are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

(1) One provides coverage to a lessor of "autos" for rent or lease; and

(2) The other provides coverage to a person not described in Paragraph B.1.a.(1),

then the Coverage Form or policy issued to the lessor described in Paragraph B.1.a.(1) is excess over any insurance available to a person described in B.1.a.(2) if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

**Mediation**

1. In any claim filed by an "insured" with us for:

- a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or
- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
- a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.

4. The Florida Department of Financial Services will 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. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. 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.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

A. Paragraph A.2.b. of the Common Policy Conditions, **Cancellation**, is replaced by the following:

- b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraphs A.4. and A.5. of the Common Policy Conditions, **Cancellation**, are replaced by the following:

- 4. Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to Paragraph A. of the Common Policy Conditions, **Cancellation**:

- 7. If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

- a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:

- (1) The covered "auto" is completely destroyed such that it is no longer operable;



(2) Ownership of the covered "auto" is transferred; or

(3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.

b. It is a new policy, we may not cancel it during the first 30 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

D. The following condition is added:

**Nonrenewal**

1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will 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.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 22 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

### SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$

is applicable to ☐ the following "named insured" only:

☐ each "named insured" and each dependent "family member".

☐ Work loss for "named insured" does not apply.

☐ Work loss for "named insured" and dependent "family member" does not apply.

#### Benefits

#### Limit Per Person

Total Aggregate Limit for all Personal Injury  
Protection Benefits, except Death Benefits

\$10,000

Death Benefits

\$5,000

Medical Expenses

80% of medical expenses subject to the total aggregate  
limit and the provisions of Paragraphs D.2.a. and b.  
under Limit Of Insurance.

Work Loss

60% of work loss subject to the total aggregate limit

Replacement Services Expenses

subject to the total aggregate limit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

### 1. Medical Expenses

a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

b. Upon referral by a licensed health care provider described in Paragraph A.1.a.(1), (2) or (3), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph A.1.a., if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

(4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

(5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

(6) A licensed physical therapist, based upon referral by a provider described in Paragraph A.1.b; or

(7) A health care clinic licensed under the Florida Health Care Clinic Act:

(a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

(b) Which:

(i) Has a licensed medical director;

(ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

(iii) Provides at least four of the following medical specialties:

i. General medicine;

ii. Radiography;

iii. Orthopedic medicine;

iv. Physical medicine;

v. Physical therapy;

vi. Physical rehabilitation;

vii. Prescribing or dispensing outpatient prescription medication; or

viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph A.1., medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

## **2. Replacement Services Expenses**

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

## **3. Work Loss**

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

## **4. Death Benefits**

### **B. Who Is An Insured**

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

### **C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
  - a. Causing "bodily injury" to himself or herself intentionally; or
  - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

### **D. Limit Of Insurance**

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:
  - a. \$10,000 for medical expenses, work loss and replacement services; and
  - b. \$5,000 for death benefits.
2. Subject to Paragraph D.1.a., we will pay:
  - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
  - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph A.1.a. or A.1.b. has determined that the "insured" did not have an "emergency medical condition".
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs A.1., A.2. and A.3. of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses may be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

#### **E. Changes In Conditions**

The **Conditions** are changed for **Personal Injury Protection** as follows:

##### **1. Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

##### **2. Legal Action Against Us** 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 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 Paragraph F.2. of this endorsement; and

(2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and

(3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:

(a) Pay the overdue claim; or

(b) Agree to pay for future treatment not yet rendered;

in accordance with the requirements of the Florida Motor Vehicle No-fault Law.

b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

**3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

**Transfer Of Rights Of Recovery Against Others To Us**

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

**4. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if 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 voids 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 the fraud are recoverable from that "insured".

**5. Policy Period, Coverage Territory** is replaced by the following:

**Policy Period, Coverage Territory**

The insurance under this section applies only to "accidents" which occur during the policy period:

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

## **F. Additional Conditions**

The following conditions are added:

### **1. Mediation**

- a. In any claim filed by an "insured" with us for:
  - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (3) "Loss" to a covered "auto" or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will 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. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. 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.

- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

### **2. Payment Of Benefits**

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

### **3. Modification Of Policy Coverages**

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

**4. Medical Reports And Examinations;  
Payment Of Claim Withheld**

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

**5. Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

**6. Special Provisions For Rented Or Leased Vehicles**

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

**7. Insured's Right To Personal Injury Protection Information**

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".



#### **G. Additional Definitions**

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- a. Serious jeopardy to "insured's" health;
- b. Serious impairment to bodily functions; or
- c. Serious dysfunction of any bodily organ part.

2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. A mobile home;
- b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".

4. "Named insured" means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.

5. "Occupying" means in or upon or entering into or alighting from.

6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:

- a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
- b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
- c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

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

8. "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 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.

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

## **ROLLING STORES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

LIABILITY COVERAGE for a covered "auto" that is a rolling store is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

- A. The following exclusion is added to Paragraph B. **Exclusions of Section II – Liability Coverage** in the Business Auto, Motor Carrier and Truckers Coverage Forms and for **"Garage Operations"** – Covered "Autos" in the Garage Coverage Form:
- SILICA OR SILICA-RELATED DUST  
EXCLUSION FOR COVERED AUTOS  
EXPOSURE**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

**B. Additional Definitions**

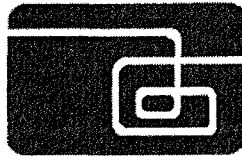
As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

A STOCK COMPANY

**FLORIDA**

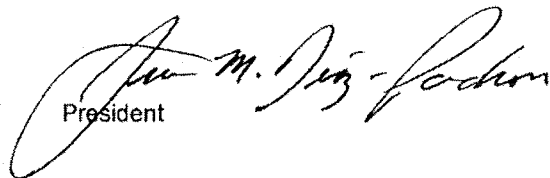
**COMMERCIAL AUTO INSURANCE POLICY**

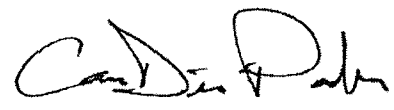


**GRANADA INSURANCE COMPANY**  
A Hattbert Holdings Company

IN THE EVENT YOU NEED TO CONTACT SOMEONE ABOUT THIS POLICY FOR ANY  
REASON PLEASE CONTACT YOUR AGENT. IF YOU HAVE ANY ADDITIONAL  
QUESTIONS YOU MAY CONTACT GRANADA INSURANCE COMPANY AT  
1-800-392-9966  
WHEN CONTACTING YOUR AGENT OR GRANADA PLEASE HAVE YOUR POLICY  
NUMBER AVAILABLE

In witness whereof, Granada Insurance Company has caused the policy to be signed by its President and Secretary  
at Miami-Dade County, Florida

  
President

  
Secretary

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PUNITIVE DAMAGES EXCLUSION**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BUSINESS AUTO COVERAGE FORM**

Section II- Liability Coverage

**B. Exclusions**

The following is added as an Exclusion.

This insurance does not apply to:

**Punitive or Exemplary damages.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RACING EXCLUSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

**Liability Coverage** is changed as follows:

Exclusion **13. Racing** is replaced by the following:

#### 13. Racing

Covered "autos" while used by an "insured" in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared by an "insured" for such a contest or activity.

**Physical Damage Coverage** is changed as follows:

Exclusion **2**, is replaced by the following:

**2.** We will not pay for "loss" to any covered "auto" while used by an "insured" in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared by an "insured" for such a contest or activity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **INSURED- FAMILY MEMBER EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. The following exclusion is added to Paragraph B. Exclusions of **SECTION II- LIABILITY COVERAGE** of the Business Auto Coverage Form:

#### **INSURED- FAMILY MEMBER EXCLUSION**

This insurance does not apply to "Bodily Injury" to:

1. You; or
2. any "family member".

**B. Additional Definitions**

As used in this endorsement:

"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.



## IMPORTANT NOTICE

### USE OF MEDICAL FEE SCHEDULE FOR PERSONAL INJURY PROTECTION CLAIMS PURSUANT TO FLORIDA STATUTE SECTION 627.736

We will limit reimbursement of medical expenses under Personal Injury Protection 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(9), 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 schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, 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 at the time the services, supplies, or care was rendered and for the area in which such services were rendered, except that it will not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

This endorsement modifies insurance provided under Personal Injury Protection Coverage.

Personal Injury Protection Coverage is subject to additional terms, conditions, limits, and exclusions in your policy. Please read your policy carefully.

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

## **WHO IS AN INSURED REDEFINED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

- A. Paragraph A. 1. **Who Is An Insured** of SECTION II – LIABILITY COVERAGE is deleted and replaced by the following:

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto" but only when the covered "auto" is driven by an "approved driver".
- b. Any "approved driver" while using with your permission a covered "auto".

- B. The following definition is added to the **DEFINITIONS** Section:

"Approved driver" means:

1. Any driver who is listed on the Driver Information section of the Declarations for this insurance policy and not otherwise excluded from coverage under a Named Driver Exclusion Endorsement; or
2. Any driver who you have subsequently requested that we add as an "approved driver" and for whom we have notified you by endorsement that said driver is accepted by us as an "approved driver".

Coverage on any newly "approved driver" will become effective as of the date and time we advise you by endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION-ASSAULT AND BATTERY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

### BUSINESS AUTO COVERAGE FORM

The following exclusion is added to **SECTION II – LIABILITY COVERAGE, B. Exclusions**:

This insurance does not apply to "bodily injury" or "property damage" arising out of or resulting from:

- (a) Any actual, threatened or alleged assault or battery;
- (b) The failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery; or
- (c) The negligent:
  - (1) Employment;
  - (2) Investigation;
  - (3) Supervision;
  - (4) Training;
  - (5) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) or (b) above;

- (d) Any other cause of action or claim arising out of or as a result of (a), (b), or (c) above;

#### B. Exclusions

1. **Expected Or Intended Injury** of the Business Auto Coverage Form is deleted in its entirety and replaced by the following:

1. **Expected Or Intended Injury**  
"Bodily injury" or "property damage" expected or intended from the standpoint of any insured, regardless of whether the resulting injury or **EXPECTED OR INTENDED INJURY** damage was expected or intended.

For the purposes of this endorsement the words "assault and battery" are intended to include, but are not limited to, sexual assault.

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

## **EXCLUSION - SAND, GRAVEL OR AGGREGATES HAULING**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following exclusion is added to Section II – Liability Coverage, B. Exclusions.

This insurance does not apply to:

**Sand, Gravel or Aggregates Hauling**

"Bodily injury" or "property damage" resulting from or arising out of the operations of:

Sand, Gravel or Aggregates Hauling

**COMMERCIAL AUTO**

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

**AMENDMENT OF EMPLOYEE DEFINITION**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**BUSINESS AUTO COVERAGE FORM**

**Section V – DEFINITIONS**

**F. Is deleted entirely and replaced with the following:**

**F. "Employee" includes**

- a. a "leased worker"**
- b. a "temporary worker"**

**COMMERCIAL AUTO**

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

**AMENDMENT OF EMPLOYEE DEFINITION**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**BUSINESS AUTO COVERAGE FORM**

**Section V – DEFINITIONS**

**F. Is deleted entirely and replaced with the following:**

**F. "Employee" includes**

- a. a "leased worker"**
- b. a "temporary worker"**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## EXCLUSION – INJURY OR DAMAGE CAUSED BY FIREARMS

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

- A. The following exclusion is added ~~Section II – Liability Coverage, B. Exclusions.~~

#### **Injury or Damage caused by Firearms**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" caused by, resulting from or arising out of the unlawful ownership, possession, entrustment, discharge or use of any firearm. Use includes, but is not limited to, operation or maintenance.
- b. This exclusion applies regardless of intent and without regard to:
  1. Whether the unlawful ownership, possession, entrustment, discharge or use of the firearm is alleged to be by or at the instruction or direction of an insured; an insured's officers, employees, agents or servants; by another person lawfully or otherwise while performing duties related to the conduct of your business; or by any other person; or
  2. Any alleged failure of an insured, or an insured's officers, employees, agents or servants to prevent, bar or halt any such unlawful ownership, possession, entrustment, discharge or use of a firearm.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## EXCLUSION – INJURY OR DAMAGE CAUSED BY FIREARMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. The following exclusion is added ~~Section II – Liability Coverage, B. Exclusions.~~

### **Injury or Damage caused by Firearms**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" caused by, resulting from or arising out of the unlawful ownership, possession, entrustment, discharge or use of any firearm. Use includes, but is not limited to, operation or maintenance.
- b. This exclusion applies regardless of intent and without regard to:
  1. Whether the unlawful ownership, possession, entrustment, discharge or use of the firearm is alleged to be by or at the instruction or direction of an insured; an insured's officers, employees, agents or servants; by another person lawfully or otherwise while performing duties related to the conduct of your business; or by any other person; or
  2. Any alleged failure of an insured, or an insured's officers, employees, agents or servants to prevent, bar or halt any such unlawful ownership, possession, entrustment, discharge or use of a firearm.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. The following exclusion is added to **Section II – Liability Coverage, B. Exclusions**.

### **Communicable Disease Exclusion**

This insurance does not apply to:

"Bodily injury" or "property damage" caused by, resulting from, or arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**FLORIDA CHANGES-  
CANCELATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE FORM

**SECTION VII – CONDITIONS Paragraph C. A. 3. Is deleted in its entirety and replaced by the following:**

3. If it is a new policy, we may not cancel it during the first 30 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

## **NOTIFICATION OF AVAILABILITY OF PERSONAL INJURY PROTECTION OPTIONS**

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.

The available Personal Injury Protection deductibles are in the amount of \$250.00, \$500.00 or \$1,000.00.

Your current personal injury protection elections will not change unless you elect a different coverage option. To change your current coverage, please contact your agent.

## FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

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

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

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

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

### a. Non-stacked Option

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

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

### b. Stacked Option

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

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

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

5. Rejection Of Uninsured Motorists Coverage Entirely

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

<b>Company:</b>	Granada Insurance Company
<b>Address:</b>	4075 SW 83 Avenue Miami Florida 33155 <b>Telephone Number:</b> 1-800-392-9966