

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.:

**LESSIE GLOVER**, individually and  
on behalf of all others similarly situated,

*Plaintiff,*

vs.

**LIBERTY MUTUAL INSURANCE COMPANY**, a  
Massachusetts Corporation,

*Defendant.*

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR DAMAGES**

Plaintiff Lessie Glover (“Plaintiff”), individually and on behalf of all others similarly situated, files this Class Action Complaint against Liberty Mutual Insurance Company, (“Liberty Mutual” or “Defendant”), and in support states:

**NATURE OF THE ACTION**

1. This is a class action lawsuit by Plaintiff, the named insured under an automobile policy issued for private passenger auto physical damage (the “Insurance Policy”),<sup>1</sup> including comprehensive and collision coverage, which requires payment of “Actual Cash Value” or “ACV.” The ACV of a vehicle equates to the full cost to replace the vehicle and such cost includes any mandatory state and local costs and fees (Full Total Loss Payments or “FTLP”) required to replace the vehicle.

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<sup>1</sup> Plaintiff’s Insurance Policy is attached hereto as Exhibit A.

2. Defendant is a private passenger auto insurance carrier operating in Florida. One of the coverages Defendant offers is comprehensive and collision coverage. Upon information and belief, Defendant systematically underpaid not just Plaintiff but thousands of other putative class members (“Class Members”) amounts Defendant owed its insureds for ACV losses for total loss vehicles insured with comprehensive and collision coverage.

3. This lawsuit is brought by the Plaintiff, individually and on behalf of all other similarly situated insureds, who suffered damages due to Defendant’s practice of refusing to pay full ACV payments to first-party total loss insureds on physical damage policies containing comprehensive and collision coverages. Specifically, as a matter of policy, Defendant fails to include state and local title transfer and vehicle registration fees (FTLP) in its calculation of ACV when paying full total loss payment to its insureds.

4. Plaintiff brings a claim for breach of contract based on Defendant’s practice of failing to include title and tag transfer fees notwithstanding its contractual obligation to do so.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2), because (a) the Plaintiff is a member of the putative classes which consist of at least 100 members and Plaintiff and Defendant are citizens of different states; (b) the amount-in-controversy exceeds \$5 million dollars exclusive of interest and costs; and (c) none of the exceptions under 1332 apply to this claim.

6. Venue is proper in this Court because a substantial portion of the acts and course of conduct give rise to the claims alleged occurred within the district and Defendant is subject to personal jurisdiction in this district.

### **THE PARTIES**

7. At all times material hereto, Plaintiff was a citizen of the State of Florida and domiciled in Miami-Dade County, FL

8. At all times material hereto, Defendant is and was a corporation located in the State of Massachusetts and authorized to transact insurance in the State of Florida and conducting a substantial part of its business in Miami-Dade County, Florida. Defendant's principal place of business and headquarters are both located in the State of Massachusetts.

### **FACTUAL ALLEGATIONS**

9. In the Insurance Policy, Defendant's standardized policy language promises, upon the occurrence of a total loss to an insured vehicle, to provide payment of the ACV of the insured vehicle to the insured.

10. Defendant's standardized policy language as to coverage for ACV of total loss vehicles is present in every auto policy issued by Defendant in Florida during the relevant time period.

11. Under the policy and applicable state law, ACV includes an obligation to pay state and local fees for total loss vehicle comprehensive and collision coverage (previously defined herein as FTLP). Such fees include title transfer fees and tag transfer fees, each of which are mandatory fees imposed by the State of Florida.

12. At all times material hereto, Plaintiff owned a 2010 Dodge Journey, VIN # 3D4PG5FV9AT265906 (the "Insured Vehicle").

13. At all times material hereto, the Insured Vehicle was insured under the Insurance Policy issued by Defendant.

14. On or about August 24, 2016, Plaintiff was involved in an accident while operating the Insured Vehicle. As a result of the accident, Plaintiff filed a claim for property damage with Defendant, claim number PD000-034261080-04 (the “Claim”).

15. Following the filing of the Claim, a third-party vendor CCC Information Services, Inc. (“CCC”) determined that the Insured Vehicle had a total valuation of \$9,096.04. *See Exhibit B* at 1 (Market Valuation Report).

16. No amount for title transfer fee or tag transfer fee was included in the amount listed in the CCC Market Valuation Report. *See Id* at 1. Instead the Report noted that the Total Value of \$9,096.04 may not reflect the settlement amount because items such as “license and fees” were not taken into account in determining value, and may need to be taken into account prior to final determination of the settlement amount. *See Id* at 1.

17. Defendant then determined the total value amount to be \$9,180.00, and subtracted the deductible of \$1,500.00 for a final payment of \$8,284.59<sup>2</sup> to Plaintiff. *See Exhibit C* (Settlement Breakdown).

18. Defendant’s payment of \$8,284.59 did not include amounts for title transfer or tag transfer fees (previously defined herein as FTLTP).

19. Title transfer fees and tag transfer fees (FTLP) are mandatory applicable fees that must be paid to replace any vehicle in the State of Florida.

20. Upon information and belief, Defendant, pursuant to a standard and uniform business practice, never pays insureds FTLTP after a total-loss to an insured vehicle, notwithstanding its contractual obligation to do so.

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<sup>2</sup> Of this final payment, a payment of \$7,258.43 was designated for the lienholder on the Insured Vehicle.

21. Florida law requires that all vehicles be properly titled and registered in order to be legally driven on Florida roadways. The fee to transfer title to a vehicle is, at minimum, \$75.25.

22. Florida law requires that all vehicles have a proper license plate (or tag) in order to be legally driven on Florida roadways. The fee to transfer license plate or tag is no less than \$4.50.

23. Defendant breached its Insurance Policy with Plaintiff by failing to pay any amount for title transfer fees and tag transfer fees when it paid Plaintiff what it purported to be the ACV associated with the total loss of the Insured Vehicle.

24. Plaintiff paid all premiums owed and otherwise satisfied all conditions precedent such that their insurance policy was in effect and operational at the time of the accident.

### **THE POLICY**

25. Pursuant to the Insurance Policy, under the section entitled “Coverage for Damage to Your Auto” the Defendant “will pay for direct and accidental loss to ‘your covered auto’ or any ‘non-owned auto,’ including their equipment, minus any applicable deductible shown in the Declarations.” See **Exhibit A** at 7.

26. The definition of “your covered auto” includes “any vehicle shown in the Declarations.” *Id.* at 1.

27. Under a provision entitled “Limit of Liability,” Defendant states, in relevant part, that the “limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property;
2. Amount necessary to repair or replace the property with other property of like kind and quality.”

*Id.* at 9.

28. ACV is not defined in the Insurance Policy.

29. The policy language applies to all covered autos irrespective of ownership interests - whether owned, financed or leased.

30. In turn, the Insurance Policy does not exclude: (1) vehicle title and tag fees from ACV; or (2) any provision deferring or conditioning payment of vehicle title and registration fees for any purpose whatsoever.

31. According to Defendant's policy, insureds are owed the same amount – actual cash value of the insured vehicle – whether or not they replace the vehicle at all. Insureds are owed the same amount – actual cash value – whether or not they paid (or how much they paid) for the total-loss vehicle. Instead, in exchange for the premiums paid by the insureds, Defendant promises to pay a predictable amount – the actual cash value of the insured vehicle, including tag and transfer fees – irrespective of payments related to either the total-loss vehicle or the replacement vehicle (if any).

#### **PAYMENT OF SALES TAX AND MANDATORY FEES**

32. Controlling case law from the Florida Supreme Court, Florida's appellate courts, the 11th Circuit Court of Appeals, and Florida's federal district courts hold that the term “actual cash value,” when undefined in an Insurance Policy, should be defined as the repair or replacement cost minus depreciation – a definition which would include sales tax and title and transfer tag fees necessarily incurred upon replacement of the insured vehicle. See e.g., Trinidad v. Florida Peninsula Ins. Co., 121 So.3d 433, 438 (Fla. 2013) (“[a]ctual cash value is generally defined as ‘fair market value’ or ‘[r]eplacement cost minus normal depreciation,’ where depreciation is defined as a ‘decline in an asset’s value because of use, wear, obsolescence, or age.’”) (quoting Black’s Law Dictionary 506, 1690) (9th Ed. 2009); Goff v. State Farm Florida Ins. Co., 999 So 2d 684, 689 (Fla. 2d DCA 2008) (undefined ACV is calculated as full replacement cost minus depreciation); Mills v Foremost Ins. Co., 511 F.3d

1300, 1306 (11th Cir. 2008) (holding that fees such as sales tax, tag and title transfers fees “should be included in an ACV payment if it is ‘reasonably likely’ that the insured would incur” such cost upon replacement) (quoting Ghoman v. New Hampshire Ins. Co., 159 F. Supp.2d 928, 934 (N.D. Tex. 2001)); Roth v. Geico General Ins. Co., Case No. 16-62942-CIV-Dimitrouleas (S.D. Fla. June 14, 2018) D.E. 247 at 9 (“[T]he court concludes that [sales tax and title transfer fees] are components of actual cash value under the Policy and are therefore due to be paid to the insured under the Policy, regardless of whether the vehicle is owned, financed, or leased.”) (footnote omitted); Bastian v. United Services Auto. Ass’n, 150 F. Supp. 3d 1284, 1290 (M.D. Fla. 2015) (agreeing with the 11th Circuit’s “easily reached conclusion [in Mills] that state and local taxes are part of the cost of replacing an item” and thus part of the ACV).

33. In interpreting insurance policies, Florida courts begin with the plain language of the policy as bargained for by the parties. See Altman Contractors, Inc. v. Crum & Forster Specialty Ins. Co., 832 F.3d 1318, 1322 (11th Cir. 2016). Policy terms are given their plain and ordinary meaning and should be read in light of the skill and experience of ordinary people. Id. But, “if the relevant policy language is susceptible to more than one interpretation, one providing coverage and another limiting coverage, the Insurance Policy is considered ambiguous.” See Auto Owners Ins. Co. v. Anderson, 756 So. 2d 29, 34 (Fla. 2000). Courts should interpret policy ambiguities “liberally in favor of the insurer and strictly against the insured who prepared the policy.” See Prudential Prop. & Cas. Ins. Co. v. Swindal, 622 So. 2d 467, 470 (Fla. 1993). Moreover, Florida law is equally well-settled that coverage clauses are “construed in the broadest possible manner” in order to effect “the greatest extent of coverage.” See e.g., Hudson v. Prudential Prop. & Cas. Ins. Co., 450 So.2d 565 (Fla. 2nd DCA 1984) (coverage must be construed broadly and exclusions narrowly).

34. Title transfer fees and tag transfer fees are examples of elements constituting the FTLP owed to insureds in the event of a total-loss.

35. By operation of law and in the view of a reasonable insured, Defendant's policy promises to provide costs to be incurred upon replacement of the vehicle.

36. Nevertheless, Defendant declines to include all such fees and costs in making ACV payment to total-loss insureds – specifically tag and title transfer fee amounts – thereby breaching its contracts with insureds.

### **CLASS ALLEGATIONS**

37. Plaintiff brings this action seeking representation of a class pursuant to Fed. R. Civ. P. 23.

38. Plaintiff's claims are typical to those of all class members because members of the class are similarly affected by Defendant's failure to make the FTLP upon the total loss of insured vehicles. The material and relevant policy terms for each class member are substantially identical to the terms of Plaintiff's policies.

39. Plaintiff's interests are coincident with and not antagonistic to those of other class members, nor is Plaintiff subject to any unique defenses.

40. Plaintiff's claims raise questions of law and fact common to all members of the class, within the meaning of FRCP 23(a)(2), and they predominate over any questions affecting only individual Class Members within the meaning of Rule 23(b)(3). Said common questions include, but are not limited to, the following: (a) whether, under the Defendant's standardized policy language, Plaintiff and the class members are owed FTLP upon the total loss of an insured vehicle; and (b) whether Defendant has breached its insurance contracts with the Plaintiff and the class members by failing to make the FTLP upon the total loss of an insured vehicle.

41. Plaintiff's claims are typical of the claims of all other members of the class because all such claims arise from the allegedly improper failure by Defendant to make a FTLTP upon the total loss of insured vehicles.

42. Plaintiff and her counsel will fairly and adequately protect and represent the interests of each member of the class.

43. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in prosecuting and defending class actions. Plaintiff's counsel has successfully litigated other class action cases similar to that here, where insurers breached contracts with insureds by failing to include sales tax and/or total loss fees after total losses.

44. Class action is necessary, pursuant to Fed. R. Civ. P. 23(b)(1)(a), because the prosecution of separate actions by or against individual Class Members would create the risk of inconsistent or varying adjudications with respect to individual Class Members that would establish incompatible standards of conduct for Defendant.

45. Class treatment is also necessary, pursuant to Fed. R. Civ. P. 23(b)(1)(b), because the prosecution of separate actions by or against individual Class Members would create a risk of adjudications with respect to individual Class Members that, as a practical matter, would be dispositive of the interests of other members not parties to the individual adjudications, or would substantially impair or impede their ability to protect their interests.

46. Pursuant to Rule 23(b)(3), a class action is superior to the other available methods for a fair and efficient adjudication of the controversy because, among other reasons, it is desirable to concentrate the litigation of the Class Members' claims in one forum, as it will conserve party and judicial resources and facilitate the consistency of adjudications. Furthermore, because the damages suffered by individual Class Members is relatively small, their interests in maintaining separate actions

is questionable and the expense and burden of individual litigation makes it impracticable for Class Members to seek individual redress for the wrongs done to them. Plaintiff knows of no difficulty that would be encountered in the management of this case that would preclude its maintenance as a class action.

47. Any argument that class treatment is not viable or productive in the present action is undercut by the fact that the Middle District very recently treated as a class action a case that is substantially identical in fact and in law to the present action. See Bastian v. United Servs. Auto. Ass'n, 150 F. Supp. 3d 1284 (M.D. Fla. December 10, 2015). Bastian is in the process of being successfully settled as a class, and stands as incontrovertible evidence demonstrating the efficacy and viability of class treatment in the present action. Similarly, Roth v. Geico General Insurance Co., Case No. 16-62942-CIV-Dimitrouleas (S.D. Fla. June 14, 2018), is a substantially similar case recently certified as a class action with judgment entered in favor of the class.

48. Plaintiff brings this action as class representative, individually and on behalf of all other persons or entities similarly situated, more specifically defined as follows:

All insureds, under any Florida policy issued by Liberty Mutual Insurance Company with the same operative policy language covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss where such vehicle was declared a total loss, who made a first-party claim for total loss, and whose claim was adjusted as a total loss, within the five year time period prior to the date on which this lawsuit was filed until the date of any certification order.

49. The issues related to Plaintiff's claims do not vary from the issues relating to the claims of the other members of the classes such that a class action provides a more efficient vehicle to resolve this claim than through a myriad of separate lawsuits.

50. Certification of the above classes is also supported by the following considerations:

- a. The relatively small amount of damages that members of the classes have suffered on an individual basis would not justify the prosecution of separate lawsuits;
- b. Counsel in this class action is not aware of any previously filed litigation against Defendant in which any of the members of the class are a party and which any question of law or fact in the subject action can be adjudicated; and
- c. No difficulties would be encountered in the management of Plaintiff's claim on a class action basis, because the classes are readily definable and the prosecution of this class action would reduce the possibility of repetitious litigation.

51. Although the precise number of class members is unknown to Plaintiff at this time and can only be determined through appropriate discovery, Plaintiff believes that because Defendant is one of the largest motor vehicle insurers in the State of Florida and writes hundreds of millions of dollars of private-passenger physical damage coverage premiums, the classes of persons affected by Defendant's unlawful practice consists of thousands of individuals or the class of persons affected are otherwise so numerous that joinder of all class members is impractical. The unlawful practice alleged herein is a standardized and uniform practice, employed by Defendant pursuant to standardized insurance policy language, and results in the retention by Defendant of insurance benefits and monies properly owed to Plaintiff and the class members. Thus, numerosity as to both classes is established.

52. Fed. R. Civ. P. 23(a)(2)'s commonality requirement for the Class is satisfied for reasons articulated herein. The central issues in this litigation turn on interpretation of materially identical policy provisions; thus, this case is well-suited for class wide adjudication. Defendant and all class members are bound by the same materially identical policy terms. In addition to those reasons listed above, common questions include, but are not limited to the following: (a) whether under Defendant's standardized policy language, Plaintiff and Class Members are owed FTLP upon the total loss of an insured vehicle; and (b) whether Defendant breached its insurance contracts with Plaintiff and the Class Members by failing to make FTLP upon the total loss of an insured vehicle.

53. Fed. R. Civ. P. 23(a)(3)'s typicality requirement for the Class Members is satisfied for reasons articulated herein, and particularly because Plaintiff and Class Members were injured through Defendant's uniform misconduct. Further, Plaintiff and Class Members' legal claims arise from the same core practices, namely, the failure to make FTLF, including tag/title transfer fees, for first-party total loss claims. Plaintiff's claims are based upon the same legal theories as those of the Class Members. Plaintiff suffered the same harm as all the other Class Members.

54. Plaintiff's claims are maintainable on behalf of the Class Members pursuant to Fed. R. Civ. P. 23(b)(1) because the prosecution of separate claims or defenses by or against individual Class Members would create a risk of: (A) inconsistent or varying adjudications with respect to individual Class Members that would establish incompatible standards of conduct for the party opposing the Class; and (B) adjudications with respect to individual Class Members that, as a practical matter, would be dispositive of the interests of other Class Members who are not parties to the adjudications, or would substantially impair or impede their ability to protect their interests.

55. The relevant Policy provisions for each Class Member are the same. The relevant law relating to the interpretation and application of those Policy provisions for each Class Member is the same. There is the potential for inconsistent or varying adjudications concerning individual Class Members. Without a single adjudication as to the application of relevant law to the relevant policy provisions, different courts may reach different conclusions relating to the same legal and factual issues.

56. Allowing the issues to be adjudicated in a piecemeal fashion likely would result in certain Class Members who are not parties to individual adjudications having their rights impaired or impeded without notice or adequate representation.

57. Fed. R. Civ. P. 23(b)(3)'s requirements are met for all reasons already stated herein.

58. Specifically, the previously articulated common issues of fact and law predominate over

any question solely affecting individual Class Members. Further, and as stated previously, class treatment is superior to any other alternative method of adjudication because the damages suffered by individual Class Members is relatively small, their interests in maintaining separate actions is questionable and the expense and burden of individual litigation makes it impracticable for Class Members to seek individual redress for the wrongs done to them, and Plaintiff knows of no difficulty that would be encountered in the management of this case that would preclude its maintenance as a class action.

59. Defendants' breach of Policy provisions requiring them to pay ACV on total loss claims is a continuing breach and violation of Policy terms. Injunctive relief is necessary to stop these repeated and continued violations, which are likely to continue, repeat, and cause damages to the Class in the future.

**COUNT I**  
**CLAIM FOR BREACH OF CONTRACT**

60. Paragraphs 1-59 are hereby incorporated by reference.

61. This count is brought by Plaintiff individually and on behalf of the Class Members.

62. Plaintiff was a party to a contract, the Insurance Policy, with Defendant as described herein. *See Exhibit A.* All Class Members were parties to an insurance contract with Defendant containing materially identical terms.

63. The interpretation of Plaintiff's and all Class Members' insurance policies is governed by Florida law.

64. Plaintiff and all Class Members made a claim determined by Defendant to be a first-party total loss under the insurance policy and determined by Defendant to be a covered claim.

65. Defendant, by paying the total loss claim, determined that Plaintiff and each Class Member complied with the terms of their insurance contracts, and fulfilled all of their duties and

conditions under their respective insurance policies for each to be paid on his or her total loss.

66. Pursuant to the aforementioned uniform contractual provisions, upon the total loss of insured vehicles, the Plaintiff and every Class Member were owed the ACV of the vehicle.

67. Defendant refused to make a FTLP (including mandatory fees) and thus failed to pay ACV owed under the Insurance Policy to Plaintiff and every Class Member.

68. Defendant's failure to provide the promised coverage constitutes a material breach of contract with Plaintiff and every Class Member.

69. As a result of said breaches, Plaintiff and the class members are entitled to sums representing the benefits owed for the full ACV payment, including title transfer fees, and tag transfer fees, as well as costs, prejudgment and post judgment interest, injunctive relief and other relief as is appropriate.

70. In addition, Plaintiff and the class members are entitled to an award of attorney's fees and costs pursuant to § 627.428 Fla. Stat. and all other statutory or contractual provisions allowing for attorney's fees and costs.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff, individually and on behalf of the putative Class, demands relief and judgment as follows:

1. For an Order certifying this action as a Class Action on behalf of the Class described above;
2. For an award of compensatory damages for the Class in amounts owed by Defendant;
3. For all other damages according to proof;
4. For an award of attorney's fees and expenses as appropriate pursuant to applicable law, including § 627.428 Fla. Stat.;

5. For costs of suit incurred herein;
6. For pre- and post-judgment interests on any amounts awarded; and
7. For other and further forms of relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all issues so triable.

Respectfully submitted,

By: */s/ Scott Edelsberg*  
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## Policy Declarations

## LM General Insurance Company

A summary of your auto insurance coverage

Reason for your new declarations page: Policy Change 02

- Increase Other Than Collision Deductible Veh 1,2
- Increase Collision Deductible to Vehicle 1,2

Effective date of this change: 07/25/2016

## INSURANCE INFORMATION

Named Insured: Lessie Glover  
Raphael A Glover

Policy Number: AOS-258-141021-40 6 2

Policy Period: 07/25/2016-07/25/2017 12:01 AM  
standard time at the address of the  
Named Insured as stated below.

Mailing Address: [REDACTED]

Affinity Affiliation: Dodge

## Vehicles Covered by Your Policy

VEH	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2010	DODGE	JOURNEY	3D4PG5FV9AT265906
2	2016	CHEVROLET	CAMARO	1G1FB1RX4G0160122

## Coverage Details

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

## Coverage Information

Premium Adjustment from 07/25/2016 to 07/25/2017

VEH 1	VEH 2
\$133CR	\$332CR

Total Adjustment: \$465.00CR

Total Annual Policy Premium	\$3,712.00
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Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

COVERAGE	LIMITS		PREMIUM PER VEHICLE	
			VEH 1	VEH 2
A. Liability				
Bodily Injury	\$ 50,000	Each Person	\$538	\$492
	\$ 100,000	Each Accident		
Property Damage	\$ 50,000	Each Accident	\$367	\$258



## ACTION REQUIRED:

Please review and  
keep for your records.



## QUESTIONS ABOUT YOUR POLICY?

By Phone  
1-305-593-6533  
1-800-642-6456

Liberty Mutual Office  
760 Nw 107th Ave Ste  
115  
Miami FL 33172

Sales Representative  
Alexander M Pagola

Visit us online  
LibertyMutual.com



## GO PAPERLESS

Manage your policy 24/7  
on eService  
LibertyMutual.com/register

To report a claim

By Phone  
1-800-2CLAIMS  
(1-800-225-2467)

Online  
LibertyMutual.com/claims

THIS IS NOT YOUR  
AUTO INSURANCE BILL.  
YOU WILL BE BILLED  
SEPARATELY.



## Coverage Information (continued)

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1	VEH 2
D. Coverage for Damage to Your Auto			
Collision		\$339	\$699
Actual Cash Value Less Deductible Shown			
Veh 1 \$1500	Veh 2 \$1500		
Other Than Collision		\$115	\$229
Actual Cash Value Less Deductible Shown			
Veh 1 \$1500	Veh 2 \$1500		
Personal Injury Protection (PIP)			
Personal Injury Protection (PIP)		\$199	\$378
\$1000 Deductible Applies To Named Insured And Relative			
OPTIONAL COVERAGE			
Towing And Labor Cost Each Disablement		\$16	\$16
Veh 1 \$100	Veh 2 \$100		
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$33	\$33
Annual Premium Per Vehicle:		\$1,607	\$2,105



Policy Number:  
AOS-258-141021-40 6 2  
Declarations effective:  
07/25/2016

Total Annual Policy Premium: \$3,712.00  
Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

## Discounts and Benefits

Your discounts and benefits have been applied to your Total Annual Policy Premium.

## VEHICLE DISCOUNTS

	VEH 1	VEH 2
Anti-Theft Device Discount	Yes	Yes
Vehicle Safety Discount	Yes	Yes

## POLICY DISCOUNTS

- Early Shopper Discount
- Electronic Funds Transfer (EFT) / Recurring Credit Card (RCC) Discount
- Paperless Policy Discount
- Multi-Car Discount

## POLICY BENEFITS

Accident Forgiveness: If you remain accident free and violation free, your policy may be eligible to earn Forgiveness in 3 Year(s).



### Additional Information for Vehicles Covered by Your Policy

LOSS PAYEE(S)	MONTH/YEAR EXPIRES
VEH 2: ALLY FINANCIAL	10/2022

### Driver Information

DRIVER NAME	LICENSE NUMBER	DATE OF BIRTH	STATE
Lessie Glover	G416536638320	09/12/1963	FL
Raphael A Glover	G416721674140	12/24/1967	FL

To ensure proper coverage, please contact us to add drivers not listed above.



Policy Number:  
AOS-258-141021-40 6 2  
Declarations effective:  
07/25/2016

### Endorsements - Changes to Your Policy

Amendment of Policy Provisions - Florida AS2267 04 13  
 Automobile Amendatory Endorsement AS3743 01 13  
 Personal Injury Protection Coverage AS2090 01 13  
 New Vehicle Replacement Cost Coverage AS2112 10 99  
 Optional Transportation Expenses Coverage AS2225 06 05  
 Split Liability Limits PP 03 09 04 86  
 Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99  
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 Liability Coverage Exclusion Endorsement PP 03 26 06 94  
 Automatic Termination Endorsement AS1046 02 05  
 Loss Payable Clause PP 03 05 08 86  
 Towing and Labor Coverage AS2208 02 05

LibertyGuard Auto Policy Declarations provided and underwritten by  
 LM General Insurance Company, Boston, MA.

This policy, including endorsements listed above,  
 is countersigned by:

*Mary Beth Kees*

Authorized Representative

*[Signature]*

President

*[Signature]*

Secretary



# LM General Insurance Company

Auto Policy

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## LibertyGuard Auto Policy

Please read your policy and each endorsement carefully.

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To serve you best...

Liberty Mutual has over 300 offices throughout the United States. Please contact your service office shown on your Declarations Page to report losses, or for any changes or questions about your insurance. Payments should be sent to the office indicated on your bill.

THIS POLICY IS NONASSESSABLE

Liberty Mutual Insurance Group



## LIBERTYGUARD AUTO POLICY

## QUICK REFERENCE

## DECLARATIONS PAGE

Your Name and Address

Your Auto or Trailer

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\*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.



## AUTO POLICY

### AGREEMENT

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

### DEFINITIONS

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

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

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

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

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

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

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

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

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

G. "Occupying" means in, upon, getting in, on, out or off.

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

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

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

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

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:

a. a private passenger auto; or

b. a pickup or van that:

- (1) has a Gross Vehicle Weight of less than 10,000 lbs.; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is:

(a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) for farming or ranching.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- |               |                 |
|---------------|-----------------|
| a. breakdown; | d. loss; or     |
| b. repair;    | e. destruction. |
| c. servicing; |                 |

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



## PART A - LIABILITY COVERAGE

### INSURING AGREEMENT

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

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

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer."
2. Any person using "your covered auto."
3. For "your covered auto," any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer," other than "your covered auto," any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer."

### SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of

attendance at hearings or trials at our request.

5. Other reasonable expenses incurred at our request.

### EXCLUSIONS

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

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

This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the "business" of:

- a. selling; d. storing; or
- b. repairing; e. parking;
- c. servicing;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. you;
- b. any "family member;" or
- c. any partner, agent or employee of you or any "family member."

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6.

This exclusion (A.7.) does not apply to



the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van that:
  - (1) You own; or
  - (2) You do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
    - a. breakdown; d. loss; or
    - b. repair; e. destruction; or
    - c. servicing;
- c. "Trailer" used with a vehicle described in a. or b. above.

- 8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- 9. For "bodily injury" or "property damage" for which that "insured:"
  - a. is an insured under a nuclear energy liability policy; or
  - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. American Nuclear Insurers;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

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

- 1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.

This exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency; or
- b. To any "trailer."
- 2. Any vehicle, other than "your covered auto," which is:
  - a. owned by you; or
  - b. furnished or available for your regular use.
- 3. Any vehicle, other than "your covered auto," which is:
  - a. owned by any "family member;" or
  - b. furnished or available for the regular use of any "family member."

However, this exclusion (B.3.) does not apply to you while you are maintaining or

"occupying" any vehicle which is:

- a. owned by a "family member;" or
- b. furnished or available for the regular use of a "family member."
- 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;
 any prearranged or organized racing or speed contest, resulting from the "insureds" use.

#### LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds;"
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the auto accident.
- B. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (B.) will not change our total limit of liability.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part B or Part C of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.

#### OUT OF STATE COVERAGE

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

- A. If the state or province has:
  - 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.



## FINANCIAL RESPONSIBILITY

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

## OTHER INSURANCE

If there is other applicable liability insurance we

will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

## PART B - MEDICAL PAYMENTS COVERAGE

### INSURING AGREEMENT

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

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

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

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

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

### EXCLUSIONS

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

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

- a. owned by any "family member;" or
- b. furnished or available for the regular use of any "family member."

However, this exclusion (6.) does not apply to you.

7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured." This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. private passenger auto;
  - b. pickup or van that you own; or
  - c. "trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. discharge of a nuclear weapon (even if accidental);
  - b. war (declared or undeclared);
  - c. civil war;
  - d. insurrection; or
  - e. rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. nuclear reaction;
  - b. radiation; or
  - c. radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. competing in; or
  - b. practicing or preparing for; any prearranged or organized racing or speed contest.

### LIMIT OF LIABILITY

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

1. "Insureds;"



2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part A or Part C of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

#### OTHER INSURANCE

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

### PART C - UNINSURED MOTORISTS COVERAGE

#### INSURING AGREEMENT

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

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

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

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

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

1. You or any "family member."
2. Any other person "occupying" "your covered auto."
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

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

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. you or any "family member;"
  - b. a vehicle which you or any "family member" are "occupying;" or

- c. "your covered auto."

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

- a. denies coverage; or
- b. is or becomes insolvent.

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

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

#### EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying," or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying," or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured:"
1. If that "insured" or the legal



representative settles the "bodily injury" claim without our consent.

2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

#### LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds;"
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part A or Part B of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

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

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

2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### ARBITRATION

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

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured;"

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

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

- B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

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

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the



minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right

to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

## PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

### INSURING AGREEMENT

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

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

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

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

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

- |                                 |                                    |
|---------------------------------|------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, Water or flood;           |
| 2. Fire;                        | 7. Malicious mischief or vandalism |
| 3. Theft or larceny;            | 8. Riot or civil commotion;        |
| 4. Explosion or earthquake;     | 9. Contact with bird or animal; or |
|                                 | 10. Breakage of glass.             |

5. Windstorm;

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

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member;" or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of

normal use because of its:

- |               |                 |
|---------------|-----------------|
| a. breakdown; | d. loss; or     |
| b. repair;    | e. destruction. |
| c. servicing; |                 |

### TRANSPORTATION EXPENSES

In addition, we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

1. Temporary transportation expenses incurred by you in the event of a loss to "your covered auto." We will pay for such expenses if the loss is caused by:
  - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto." We will pay for loss of use expenses if the loss is caused by:
  - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto."
  - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto."

If the loss is caused by a total theft of "your covered auto" or a "non-owned auto," we will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

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

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



## EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown or failure; or
  - d. road damage to tires.

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

3. Loss due to or as a consequence of:
  - a. radioactive contamination;
  - b. discharge of any nuclear weapon (even if accidental);
  - c. war (declared or undeclared);
  - d. civil war;
  - e. insurrection; or
  - f. rebellion or revolution.
4. Loss to:
  - a. Any electronic equipment designed for the reproduction of sound, including, but not limited to:
    - (1) radios and stereos;
    - (2) tape decks; or
    - (3) compact disc players;
  - b. Any other electronic equipment that receives or transmits audio, visual or data signals, including, but not limited to:
    - (1) citizens band radios;
    - (2) telephones;
    - (3) two-way mobile radios;
    - (4) scanning monitor receivers;
    - (5) television monitor receivers;
    - (6) video cassette recorders;
    - (7) audio cassette recorders; or
    - (8) personal computers;
  - c. tapes, records, discs, or other media used with equipment described in a. or b.; or
  - d. any other accessories used with equipment described in a. or b.

This exclusion (4.) does not apply to:

  - a. equipment designed solely for the

reproduction of sound and accessories used with such equipment, provided:

- (1) The equipment is permanently installed in "your covered auto" or any "non-owned auto;" or
- (2) The equipment is:
  - (a) Removable from a housing unit which is permanently installed in the auto;
  - (b) Designed to be solely operated by use of the power from the auto's electrical system; and
  - (c) In or upon "your covered auto" or any "non-owned auto;" at the time of the loss.
- b. any other electronic equipment that is:
  - (1) necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
  - (2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.
5. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.  
This exclusion (5.) does not apply to the interests of Loss Payees in "your covered auto."
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or "trailer" you:
  - a. acquire during the policy period; and
  - b. ask us to insure within 30 days after you become the owner.
7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
  - a. awnings or cabanas; or
  - b. equipment designed to create additional living facilities.
9. Loss to equipment designed or used for the detection or location of radar or laser.



10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
  - a. special carpeting and insulation, furniture or bars;
  - b. facilities for cooking and sleeping;
  - c. height-extending roofs; or
  - d. custom murals, paintings or other decals or graphics.
11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a. selling;
  - b. repairing;
  - c. servicing;
  - d. storing; or
  - e. parking;
 vehicles designed for use on public highways. This includes road testing and delivery.
12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer."
13. Loss to "your covered auto" or any "non-owned auto," located inside a facility designed for racing, for the purpose of:
  - a. competing in; or
  - b. practicing or preparing for;
 any prearranged or organized racing or speed contest, resulting from the "insureds" use.
14. Loss to, or loss of use of, a "non-owned auto" rented by:
  - a. you; or
  - b. any "family member;"
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member," pursuant to the provisions of any applicable rental agreement or state law.

#### LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
  1. Actual cash value of the stolen or damaged property;
  2. Amount necessary to repair or replace the property with other property of like kind

and quality.

However, the most we will pay for loss to any "non-owned auto" which is a trailer is \$500.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### PAYMENT OF LOSS

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

1. You; or
2. The address shown in this policy.

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

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

#### NO BENEFIT TO BAILEE

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

#### OTHER SOURCES OF RECOVERY

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

1. Any coverage provided by the owner of the "non-owned auto;"
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

#### APPRAISAL

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



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

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

## **PART E - DUTIES AFTER AN ACCIDENT OR LOSS**

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

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require:
    - a. to physical exams by physicians we select. We will pay for these exams.
    - b. to examination under oath and subscribe the same.
  4. Authorize us to obtain:
    - a. medical reports; and

b. other pertinent records.

5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

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

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

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

## **PART F - GENERAL PROVISIONS**

### **BANKRUPTCY**

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

### **CHANGES**

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  1. The number, type or use classification of insured vehicles;
  2. Operators using insured vehicles;
  3. The place of principal garaging of insured vehicles;
  4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium

adjustment in accordance with our manual rules.

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

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

### **FRAUD**

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

### **LEGAL ACTION AGAINST US**

- A. No legal action may be brought against us until there has been full compliance with all



the terms of this policy. In addition, under Part A, no legal action may be brought against us until:

1. We agree in writing that the "insured" has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured."

#### OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice them. However, our rights in this paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment.

#### POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; or
  3. Canada.

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

#### TERMINATION

- A. Cancellation. This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
    - a. returning this policy to us; or

- b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
- a. at least 10 days notice:
    - (1) if cancellation is for nonpayment of premium; or
    - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. at least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
- a. for nonpayment of premium; or
  - b. if your driver's license or that of:
    - (1) any driver who lives with you; or
    - (2) any driver who customarily uses "your covered auto;"
 has been suspended or revoked. This must have occurred:
    - (1) during the policy period; or
    - (2) since the last anniversary of the original effective date if the policy period is other than 1 year; or
  - c. if the policy was obtained through material misrepresentation.

- B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. If the policy period is:
1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
  2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

If you obtain other insurance on "your covered auto," any similar insurance provided by



this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto."

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

TWO OR MORE AUTO POLICIES

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

\*MUTUAL POLICY CONDITIONS

You are a member of the Liberty Mutual Fire Insurance Company while this policy is in force. Membership entitles you to vote in person or by proxy at meetings of the company. The Annual Meeting is in Boston, Massachusetts, on the second Wednesday in April each year at 11 o'clock in the morning.

Also, as a member, you will receive any dividends declared on this policy by the Directors.

This policy is classified in Dividend Class IV-Automobile.

This policy has been signed by our President and Secretary at Boston, Massachusetts, and countersigned on the Declarations Page by an authorized representative.

\*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.

  
PRESIDENT

  
SECRETARY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS - FLORIDA

**PERSONAL AUTO  
AS 2267 04 13**

### I. Part A - Liability Coverage

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

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

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

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

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

### II. Part C - Uninsured Motorist Coverage D is added to Insuring Agreement

**D. Payment of Loss** - Any amount due is payable:

1. to the insured or his authorized representative
2. if the insured is a minor, to his parent or guardian
3. if the insured is deceased, to his surviving spouse; otherwise
4. to a person authorized by law to receive the payment, or to a person legally entitled to recover payment for the damages.

### III. Part D - Coverage For Damage To Your Auto

The **Appraisal** provision of Part D is replaced by the following:

#### **APPRAISAL**

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

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

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

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

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

### IV. Part F - General Provisions

Part F is amended as follows:

- A. The **Termination** provision is replaced by the following:

#### **TERMINATION**

#### **CANCELLATION**

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

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. The named insured:
  - a. May not cancel this policy, if this policy provides Personal Injury Protection and Liability Coverage, during the first 60 days immediately following the date of issuance or renewal unless:
    - (1) "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
    - (2) The named insured transfers ownership of "your covered auto"; or
    - (3) The named insured obtains other insurance on "your covered auto"; or
    - (4) The named insured is a member of the United States Armed Forces and is called to or on



active duty outside the United States in an emergency situation.

- b. May cancel for any reason after this policy is in effect for 60 days.
3. If this is a new policy, we will not cancel for nonpayment of premium during the first 60 days following the date of issuance. However, we may cancel if a check used to pay us is dishonored for any reason, or for any other type of premium payment that was subsequently determined to be rejected or invalid.
4. After this policy is in effect for 60 days, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred during:
    - (1) The policy period; or
    - (2) The 180 days immediately preceding the original effective date of the policy; or
  - c. If the policy was obtained through material misrepresentation or fraud.
5. Except as provided in SECTION 6, we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 45 days notice in all other cases.
6. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:
  - a. Pay the additional premium and maintain this policy in full force under its original terms; or
  - b. Cancel this policy and demand a refund of any unearned premium;

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

#### **NONRENEWAL**

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

If the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

1. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
  - a. Two such traffic violations within an 18 month period;
  - b. Three or more such traffic violations within a 36 month period; or
  - c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current 3-year period.

#### **AUTOMATIC TERMINATION**

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

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



#### **OTHER TERMINATION PROVISIONS**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. Computed premium will be refunded within 30 days after the effective date of the policy cancellation should the insured cancel their policy. If the insurer initiates cancellation returned premium will be sent within 15 days after the effective date of the policy cancellation.

#### **B. The following provision is added:**

##### **MEDIATION**

In any claim filed with us for:

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

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

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

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding

mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated. The Department shall randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.

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

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

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

##### **SUNSET PROVISION**

In the event that Florida's personal injury protection (PIP) coverage is no longer in effect or deemed non-mandatory by law, statute, or rule, we reserve the right to modify your rates, rules, and coverage on a mid-term basis. The following coverages may be subject to change:

Part **A** - Liability Coverage  
 Part **B** - Medical Payment Coverage  
 Part **C** - Uninsured Motorist Coverage  
 Personal Injury Protection Coverage

Modifications may affect your premium. You will be issued written notification within 30 days of any modifications made under this provision.

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

## AUTOMOBILE AMENDATORY ENDORSEMENT

AS 3743 01 13

**I. DEFINITIONS**

The **Definitions** section is revised as follows:

**A. The definition of *Your Covered Auto* is replaced with the following:**

**"Your Covered Auto" means:**

1. Any vehicle shown in the Declarations.
2. A newly acquired auto.
3. Any trailer you own.
4. Any auto or trailer you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This provision (4.) does not apply to Coverage For Damage To Your Auto.

**B. The definition of *Newly Acquired Auto* is added as follows:**

**"Newly acquired auto":**

1. **Newly acquired auto** means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.

For this definition to apply to a **newly acquired auto**, which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

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

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.

However, for this coverage to apply to a **newly acquired auto** that is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

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

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

- (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.

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

- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

C. The definition of **Emergency medical condition** is added as follows:

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 patient health.
  - b. Serious impairment to bodily functions.
  - c. Serious dysfunction of any bodily organ or part.

## II. PART A - LIABILITY COVERAGE

Exclusion 4. is under paragraph B. of the Exclusions section of **Part A** is replaced by the following:

4. Any vehicle, while being used for:
  - a. competing in; or
  - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay, resulting from the "insureds" use.

## III. PART B - MEDICAL PAYMENTS COVERAGE

A. Paragraph B. of the **Insuring Agreement of Part B** is replaced by the following:

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

1. You or any "family member:"
  - a. while "occupying;" or
  - b. as a pedestrian when struck by; a motor vehicle designed for the use mainly on public roads or a trailer of any type.

B. Exclusion 11. is under the Exclusions section of **Part B** is replaced by the following:

11. Sustained while **occupying** any vehicle while being used for:
  - a. competing in; or
  - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay, resulting from the "insureds" use.

C. Exclusion 12. under the Exclusions section of **Part B** is added as follows:  
12. Under Medical Payments benefits we do not provide coverage for:

- a. Massage, regardless of the person, entity or licensee providing massage, and a licensed massage therapist may not be reimbursed for medical benefits.
- b. Acupuncture, regardless of the person, entity or licensee providing acupuncture, and a licensed acupuncturist may not be reimbursed for medical benefits.

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

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

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

The maximum limit of liability for the total of all medical payment benefits shown in the Schedule or Declarations is the total aggregate limit for medical payment benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy, if the insured receives initial services and care within 14 days after the motor vehicle accident.

E. Paragraph C., D. and E. of the **Limit of Liability** is added as follows:

- C. No one will be entitled to receive supplemental payment under Medical Payments Coverage for claims in excess of Personal Injury Protection Coverage limits if they did not sustain an 'Emergency medical condition'.
- D. Any amounts payable under this coverage shall be subject to Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers.

E. Any amounts payable under this coverage shall not exceed the prescribed Schedule of Maximum Charges for such medical expenses as prescribed by the Florida Motor Vehicle No-Fault Law.

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

- a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
- b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- c. For emergency services and care as defined by s. 395.002(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
  - I. The participating physicians fee schedule of Medicare Part B, except as provided in sub-subparagraphs II and III.
  - II. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
  - III. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, 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 may 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.

#### IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. Paragraph A. of the **Insuring Agreement of Part D** is replaced by the following:

##### INSURING AGREEMENT

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

1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

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

B. The following **Customized Equipment Coverage** provision is added under **Part D**:

##### CUSTOMIZED EQUIPMENT COVERAGE

A. We will pay up to \$500 for theft or damage to **customized equipment** if the loss is caused by:

1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of a **non-owned auto** keeps salvaged material, payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for **your covered auto** or any **non-owned auto**.

B. **"Customized equipment"** means any parts, equipment and accessories including devices, extensions, furnishings, fixtures, finishings, and other alterations that:

1. are permanently installed or attached by bolts or brackets;
2. are removable from a housing unit that is permanently installed inside the auto;
3. are permanently bonded to the vehicle by an adhesive or welding procedure; or
4. change the appearance or performance of the vehicle

including but not limited to any additions or alterations to the chassis engine, exterior or interior of the auto.

This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered **customized equipment**.

This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio, visual or data signals. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment, are not considered **customized equipment**.

C. If you have purchased additional coverage for **customized equipment** we will pay up to the amount of coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.

D. The most we will pay for parts, equipment and accessories that are:

- a. not installed by the auto manufacturer or dealer and
- b. permanently installed in or upon the auto is the actual cash value of the vehicle not including such parts, equipment and accessories.

C. The **Transportation Expenses** provision of **Part D** is replaced by the following:

#### **TRANSPORTATION EXPENSES**

In addition, we will pay up to \$30 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies in the event of the theft of your covered auto.

We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when your covered auto is returned to use or we pay for its loss.

D. Exclusion 4. is replaced by the following:

4. We will not pay for loss to equipment that is not permanently installed in or upon **your covered auto** or any **non-owned auto**. This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a. radios and stereos;
  - b. tape decks;
  - c. compact disc players and burners;
  - d. digital video disc (DVD) players and burners;
  - e. citizens band radios;
  - f. scanning monitor receivers;
  - g. television monitor receivers;
  - h. global positioning system (GPS) receivers and/or components;
  - i. video cassette players and recorders;
  - j. audio cassette recorders; or
  - k. personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

E. Exclusion 13. is replaced by the following:

13. Loss to **your covered auto** or any **non-owned auto** while the car is being used for:

- a. competing in; or
- b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.

F. Exclusion 15. is added as follows:

15. We will not pay for loss to **customized equipment** in excess of what is provided under Customized Equipment Coverage unless additional coverage has been purchased by endorsement and is shown in the Declarations.

G. Exclusion 16. is added as follows:

16. We will not pay for loss to tapes, records, discs or other media used with any sound reproducing or other electronic equipment.

H. Paragraph B of the **Limit of Liability** provision of **Part D** is added as follows:

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any **customized equipment**.

## V. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

**Part E** is amended as follows:

A. Paragraph B. of **Part E** is replaced by the following:

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to, allowing us to inspect damage to a vehicle covered by this policy, recorded interviews within 30 days of our request at a reasonable location, while not in the presence of any other person or establishment making a claim or claiming benefits. This is not intended to prevent the presence of the insured's or claimants personal representative. The recorded interview may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to recorded interviews.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require, within 30 days of our request:
  - a. To physical and mental exams by physicians we select under terms we require. We will pay for these exams. If that person unreasonably refuses to submit to an exam, we will not be liable for subsequent medical payments benefits.

b. To interviews and recorded statements without the need for us to conduct an examination under oath. The recorded interview may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to recorded interviews.

c. To examination under oath and subscribe to the same. The examination under oath may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to audio or video recording.

4. Authorize us to obtain, within 30 days of our request:

a. Medical reports; and

b. Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle.

5. Submit a proof of loss when required by us within 30 days of our request.

## VI. PART F - GENERAL PROVISIONS

**Part F** is amended as follows:

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

### FRAUD

This policy will not provide coverage under any part of this policy for any insured or any other person or entity seeking benefits under this policy (whether before or after a loss) who:

- a. conceals or misrepresents any material fact or circumstance,
- b. makes false statements or
- c. engages in fraudulent conduct,

any of which relate to a loss, an accident, this insurance or the application for this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE - FLORIDA**

**AS 2090 01 13**

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

**SCHEDULE**

<b>Benefits</b>	<b>Limit Of Liability</b>
Medical Expenses	No specific dollar amount
Work Loss	No specific dollar amount
Replacement Services	No specific dollar amount
Accidental Death	\$ 5,000
Maximum Limit For The Total Of All Personal Injury Protection Benefits for an "Emergency medical condition"	\$10,000
Maximum Limit For The Total Of All Personal Injury Protection Benefits for all other "bodily injury"	\$2,500

**Personal Injury Protection Coverage Deductible**

As indicated below or in the Declarations, all expenses and losses described under required personal injury protection in FLA. STAT. S.627.736(1) are subject to a deductible of \$ \_\_\_\_\_ applicable to:

☐ The "named insured".

☐ The "named insured" and any dependent "family member".

**Exclusion Of Work Loss**

Work loss does not apply as indicated below or in the Declarations:

☐ Work loss will not be provided for the "named insured".

☐ Work loss will not be provided for the "named insured" and any dependent "family member".

**I. DEFINITIONS**

The Definitions section is amended as follows:

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

1. Holds the legal title to such vehicle.
2. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
3. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
  - a. Has an option to purchase; and
  - b. Is for a period of at least 6 months.
4. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
  - a. Does not have an option to purchase;
  - b. Is for a period of at least 6 months; and
  - c. Requires the lessee to secure insurance.

**B.** The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household. This includes a ward or foster child.
2. "Occupying" means:
  - a. In or upon;
  - b. Entering into; or
  - c. Alighting from.

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

- a. A premium is charged; or
- b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".

**C.** The following definitions are added:

1. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
  - a. In accordance with the generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician or other health care provider.
2. "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 patient health.
  - b. Serious impairment to bodily functions.
  - c. Serious dysfunction of any bodily organ or part.



3. "Motor vehicle" means:
  - a. Any self-propelled vehicle with 4 or more wheels which is:
    - (1) Designed; and
    - (2) Required to be licensed; for use on Florida highways.
  - b. Any trailer or semi-trailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. Any motor vehicle which is:
    - (1) Used in mass transit other than public school transportation;
    - (2) Designed to transport more than 5 passengers (excluding the operator); and
    - (3) Owned by a:
      - (a) Municipality;
      - (b) Transit authority; or
      - (c) Political subdivision of the state.
  - b. A mobile home.
4. "Named insured" means:
    - a. The person named in the Declarations; or
    - b. That person's spouse, if a resident of the same household.
  5. "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.
- D. "Insured" as used in this endorsement means:
1. The "named insured" or any "family member" while:
    - a. "Occupying" a "motor vehicle"; or
    - b. A "pedestrian" struck by a "motor vehicle."
  2. Any other person while:
    - a. "Occupying" "your covered auto"; or
    - b. A "pedestrian" struck by "your covered auto."

## II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- A. We will pay in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or for an "insured" who sustains "bodily injury." The "bodily injury" must be caused by an accident arising out of the ownership, maintenance or use of a "motor vehicle."
- B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
  1. Medical expenses, 80% of reasonable expenses for "medically necessary":
    - a. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and
    - b. Prosthetic devices.

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

2. Work loss. With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured's" death.
3. Replacement services. With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury."
4. Accidental death. A death benefit.

## EXCLUSIONS

- A. We do not provide Personal Injury Protection Coverage for any "insured":
  1. While operating "your covered auto" without the "named insured's" express or implied consent.
  2. If that "insured's" conduct contributed to his "bodily injury" under any of the following circumstances:
    - a. Intentionally causing "bodily injury" to himself; or
    - b. While committing a felony.
  3. Other than the "named insured", if that "insured" owns a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law.
  4. Other than the "named insured" or any "family member", who is entitled to personal injury protection benefits from a person who owns a "motor vehicle" which is not a "your covered auto" under this policy, or from that vehicle owner's policy.
  5. Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.
- B. We do not provide Personal Injury Protection Coverage for:
  1. The "named insured" or any "family member" while "occupying" a "motor vehicle" which is:
    - a. Owned by the "named insured"; and
    - b. Not a "your covered auto" under this policy.
  2. Any "pedestrian", other than the "named insured" or any "family member" who is not a legal resident of Florida.
- C. Under Personal Injury Protection we do not provide coverage for:
  1. Massage, regardless of the person, entity or licensee providing massage, and a licensed massage therapist may not be reimbursed for medical benefits.



2. Acupuncture, regardless of the person, entity or licensee providing acupuncture, and a licensed acupuncturist may not be reimbursed for medical benefits.

#### **LIMIT OF LIABILITY**

- A. The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:
  1. "Insureds";
  2. Policies or bonds applicable;
  3. Vehicles involved; or
  4. Claims made.

The maximum limit of liability for the total of all personal injury protection benefits shown in the Schedule or Declarations is the total aggregate limit for personal injury protection benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy if the insured receives initial services and care within 14 days after the motor vehicle accident.
- B. Any coverage provided under Part C of this policy shall be excess over any personal injury protection benefits paid or payable.
- C. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any Workers' compensation law.
- D. Any amounts payable under this coverage shall be subject to Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers.
- E. The amount of any deductible shown in the Schedule or Declarations must be applied to 100 percent of the following required personal injury protection related expenses and losses:
  1. The total amount otherwise payable under this coverage for:
    - a. Medical expenses;
    - b. Work loss; and
    - c. Replacement services; for each "insured" to whom the deductible applies.

Accidental death is not subject to a deductible.
- F. Any amounts payable under this coverage for medical expenses shall not exceed the prescribed Schedule of Maximum Charges for such medical expenses as prescribed by the Florida Motor Vehicle No-Fault Law. We will limit reimbursement of medical expenses to 80 percent of a properly billed reasonable charge, but in no event will we pay more than 80 percent of the following schedule of maximum charges:
  - a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.

- b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- c. For emergency services and care as defined by s. 395.002(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
  - I. The participating physicians fee schedule of Medicare Part B, except as provided in sub-subparagraphs II and III.
  - II. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
  - III. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, 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 may 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.



### OTHER INSURANCE

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an "insured" receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses of processing the claim.
- B. If an "insured" sustains "bodily injury" while:
1. "Occupying"; or
  2. Struck by a "motor vehicle" rented or leased under a rental or lease agreement;
- the personal injury protection benefits afforded under the lessor's policy shall be primary. This provision (B.) does not apply if the face of the rental or lease agreement contains, in at least 10-point type, the following language: The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by FLA. STAT. SECTION 627.736 and SECTION 324.021(7).

### III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

The following language is added to **Part E** - duties after an accident or loss:

- E. Any insured, including an omnibus insured, seeking Personal Injury Protection coverage must also:
1. Cooperate with us in the investigation, settlement, or defense of any claim or suit. Investigation includes, but is not limited to, recorded interviews within 30 days of our request at a reasonable location, while not in the presence of any other person or establishment making a claim or claiming benefits. This is not intended to prevent the presence of the insured's or claimants personal representative. The recorded interview may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to recorded interviews.
  2. Promptly give us written proof of claim under oath if required. Such proof shall include:
    - a. Full details of the nature and extent of the injuries and treatment received and contemplated; and
    - b. Any other information which may assist us in determining the amount due and payable.
  3. As often as we reasonably require, submit to examination under oath within 30 days of our request at a reasonable location, while not in the presence of any other "insured" and sign the transcribed document after review. The examination under oath may be recorded by audio,

video, court reporter or any combination thereof; however, medical examinations are not subject to audio or video recording.

4. Submit as often as we reasonably require to mental or physical exams. We will:
  - a. Pay for these exams; and
  - b. Forward a copy of the medical report to that person if requested.

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

### IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. The **Fraud** provision is replaced by the following:

#### **FRAUD**

We do not provide Personal Injury Protection Coverage for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to Personal Injury Protection Coverage under this policy, and if the fraud is:

1. Admitted to in a sworn statement by the "insured"; or
2. Established in a court of competent jurisdiction.

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

- B. Paragraph A. of the Legal Action Against Us provision is replaced by the following:

#### **LEGAL ACTION AGAINST US**

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

1. Until the claim for benefits is overdue in accordance with the provisions of paragraph E.1. of Part F; and
2. Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; and
3. With respect to the overdue claim specified in the demand letter, if we have:
  - a. Paid the overdue claim; or
  - b. Agreed to pay for future treatment not yet rendered.

Within 30 days from the date of receipt of the demand letter by us, in accordance with the requirements of the Florida Motor



Vehicle No-Fault Law. The demand letter shall be mailed to us by U.S. certified mail or registered mail, return receipt requested.

- C. Paragraph B. of the Policy Period and Territory provision is replaced by the following:

**POLICY PERIOD AND TERRITORY**

- B. The policy territory is:

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

This provision (B.2.) applies only to:

- a. The "named insured" or any "family member" while "occupying" "your covered auto"; or
- b. The "named insured" while "occupying" a "motor vehicle":
  - (1) Owned by any "family member"; and
  - (2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law;

- D. The Our Right To Recover Payment provision is replaced by the following:

**OUR RIGHT TO RECOVER PAYMENT**

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

1. Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and
2. Do nothing after loss to prejudice these rights.

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

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

- E. The following provisions are added:

**PAYMENT OF BENEFITS**

1. Benefits payable under this coverage will be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the

provisions of the Florida Motor Vehicle No-Fault Law.

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

- a. "Insured"; or
- b. Person or organization providing services or supplies for such benefits.

However, we will not pay:

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

- (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
- (2) Person making the claim on behalf of such broker.

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

- (1) But is not so licensed; or
- (2) That is otherwise operating in violation of the Florida Health Care Clinic Act.

- c. A claim or charges for such benefits:

- (1) For any service or treatment that was not lawful at the time rendered;
- (2) To any person who knowingly submits a false or misleading statement relating to the claim or charges;
- (3) With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION 627.736(5) (d);
- (4) For any service or treatment that is:

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

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

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

- (a) Are actually rendered by the physician or are incident to the physician's professional services; and
- (b) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.

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

- e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) or 817.505



in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:

- (1) Motor vehicle tort claims; or
  - (2) Claims for personal injury protection benefits.
- f. If a medical services provider sues the "insured" because "we" refuse to pay medical expenses, which "we" deem to be unreasonable or unnecessary, "we" will pay resulting defense costs and any resulting judgment against the "insured." "We" will choose the counsel. The "insured" must cooperate with "us" in the defense of any claim or lawsuit. "We" will pay other reasonable expenses incurred at "our" request.
3. If a person seeking Personal Injury Protection Coverage is injured while committing a felony, we shall withhold benefits until, at the trial level:
- a. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
  - b. The charge is dismissed; or
  - c. That person is acquitted.

#### **MODIFICATION OF POLICY CHANGES**

1. Any coverage provided under Parts B or C of this policy shall be excess over any personal injury protection benefits paid or payable.
2. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under Part B shall pay for the amount of any claim for medical

expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

3. No coverage is provided under Part B for the amount of any applicable deductible under this coverage.

#### **PROVISIONAL PREMIUM**

1. In the event of any change in the:

- a. Rules;
- b. Rates;
- c. Rating plan;
- d. Premiums; or
- e. Minimum premiums;

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

- a. Part A;
- b. Part B; or
- c. Part C;

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

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

3. If the final recomputed premium exceeds the premium shown in the Declarations, the "named insured" shall pay us:

- a. The excess amount; and
- b. The amount of any return premium previously credited or refunded.

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

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

**NEW VEHICLE REPLACEMENT COST COVERAGE**

**PERSONAL AUTO  
AS 2112 10 99**

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

In the event of a covered total loss to a new **"your covered auto"** shown in the Declarations for which a specific premium charge indicates that "Collision" Coverage and/or Other Than Collision Coverage applies, the "covered auto" will be replaced at the Actual Cash Value (less any applicable deductible) without adjustments for depreciation that is referenced in the Limit of Liability B. Section of **Part D** of the policy.

\* A new vehicle as used in this endorsement is one that has not been previously titled under the motor vehicle laws of any state.

Replacement Cost for a total loss on a new "your covered auto" applies as follows:

- a. total loss must occur during the first 12 months of insurance coverage, and
- b. within the vehicle's first 15,000 miles,

whichever occurs first, we will pay, at our option, the full cost of repair or replacement, less the applicable deductible.

This does not apply to a substitute automobile, a non-owned automobile or a vehicle leased under a long-term contract of 6 months or longer.

The following conditions apply:

1. Our liability for any loss will not be more than the cost to replace the damaged property with:
  - a. a previously untitled vehicle of the year, make, model and equipment of the damaged automobile or, if unavailable
  - b. a vehicle that is most similar in class and body type to the year, make, model and equipment of the damaged automobile.
2. We will not pay for any loss before the actual repair or replacement is completed.
3. We have the right to pay the loss in money or to repair or replace the damaged automobile.

For purposes of this endorsement, Total Loss means a loss in which the cost to replace or repair the vehicle to its pre-loss condition plus salvage value, equals or exceeds the actual cost value.



## OPTIONAL TRANSPORTATION EXPENSES COVERAGE

AS 2225 06 05

The provisions and exclusions that apply to Part D - Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

Optional Transportation Expenses Coverage applies only if:

1. The loss is caused by other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto;
2. The loss is caused by **collision** only if the Declarations indicate that Collision Coverage is provided for that auto; and
3. **Your covered auto** or the **non-owned auto** is withdrawn from use for more than 24 hours. In the event of a total theft, the vehicle must have been reported missing for at least 48 hours.

## OPTIONAL TRANSPORTATION EXPENSES COVERAGE

If:

1. You choose to allow us to make the rental car arrangements with a specific vendor; and
2. You choose to bring the damaged vehicle to a Total Liberty Care (TLC) facility for all repairs.

We will pay, without application of a deductible, temporary transportation expenses incurred by you for renting a substitute auto, as defined by our rental car provider, until the repairs are completed, when there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded.

If you require a vehicle which exceeds the optional daily limit shown on the policy Declarations Page, and we make the arrangements, you will only have to pay the difference between the expense of the vehicle you choose and the optional transportation expenses daily limit shown in the policy Declarations Page.

## OR

If you choose to make your own substitute vehicle arrangements, or choose a repair facility other than a Total Liberty Care (TLC) facility, or your vehicle is declared a total loss, the following applies for expenses incurred from companies in the business of renting vehicles:

When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded, we will pay, without application of deductible, the daily amount shown on the policy Declarations Page to a maximum of 30 days for:

1. Additional transportation expenses incurred by you for renting a substitute auto.
2. Additional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.
3. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

All coverage provided by this endorsement shall only apply once for any single occurrence. Our payment will be limited to that period of time reasonably required to repair or replace **your covered auto** or the **non-owned auto**.

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**SPLIT LIABILITY LIMITS**

PP 03 09 04 86

**SCHEDULE**

<b>Bodily Injury Liability</b>	\$ _____	each person
	\$ _____	each accident
<b>Property Damage Liability</b>	\$ _____	each accident

The first paragraph of the Limit of Liability provision in Part A is replaced by the following:

**LIMIT OF LIABILITY**

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION  
ENDORSEMENT**

**PERSONAL AUTO  
PP 13 01 12 99**

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

**I. Definitions**

The following definition is added:

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

**II. Part D - Coverage For Damage To Your Auto**

The following exclusion is added:

We will not pay for:

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

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

PP 13 01 12 99

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Page 1 of 1



## **FULL WINDSHIELD COVERAGE**

**PERSONAL AUTO  
PP 03 25 08 86**

### **COVERAGE FOR DAMAGE TO YOUR AUTO**

The provisions and exclusions that apply to Part D also apply to this endorsement except as modified by this endorsement.

The first paragraph of the Insuring Agreement in Part D is amended by the addition of the following:

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

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

PP 03 25 08 86

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Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIABILITY COVERAGE EXCLUSION ENDORSEMENT**

**PERSONAL AUTO  
PP 03 26 06 94**

**LIABILITY COVERAGE**

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

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

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

PP 03 26 06 94

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## **AUTOMATIC TERMINATION ENDORSEMENT**

AS 1046 (Ed. 2-05)

The AUTOMATIC TERMINATION Provision in Part F of the policy is replaced with the following:

**AUTOMATIC TERMINATION.** If you obtain other insurance on "your covered auto," any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance. You are permitted by law to appeal this cancellation. An appeal must be filed no later than 20 days before the effective date of the cancellation set forth in this notice. Forms for such appeal and the regulations pertaining thereto may be obtained from the office. The office does not have the authority to extend the effective date of cancellation; therefore you should obtain replacement coverage prior to the effective date of the cancellation.



## LOSS PAYABLE CLAUSE

PP 03 05 08 86

Loss Payee: \_\_\_\_\_

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

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

PP 03 05 08 86

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## **TOWING AND LABOR COVERAGE**

**AS 2208 02 05**

We will pay for emergency roadside assistance charges incurred each time "your covered auto" or any "non-owned auto" is disabled. This includes:

1. necessary towing charges when you call Liberty Mutual Roadside Assistance and allow us to make arrangements for the tow to the nearest repair facility from the place of disablement;
2. towing charges up to the amount shown on the policy Declarations Page when you either
  - a) arrange for the tow; or
  - b) request a tow to a repair facility other than the nearest repair facility from the place of disablement; or
3. when a tow is not required, labor charges incurred at the place of disablement, not to exceed the amount shown on the policy Declarations Page.

The nearest repair facility is determined by Liberty Mutual.

This coverage must be shown in the Declarations for the specific disabled vehicle which has this coverage.

If a "non-owned auto" is disabled, we will provide the coverage listed above only if you have purchased Towing and Labor Coverage for at least one "your covered auto" and it is shown in the Declarations.

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

**AS 2208 02 05**

**Liberty Mutual Insurance Group**

**Page 1 of 1**





# MARKET VALUATION REPORT

Prepared for LM GENERAL INSURANCE COMPANY



## REPORT SUMMARY



### CLAIM INFORMATION

Owner	Glover, Lessie 550 Nw 189th Ter, Miami, FL 33169-3959
Loss Vehicle	2010 Dodge Journey SXT FWD
Loss Incident Date	08/24/2016
Claim Reported	09/06/2016

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by LM GENERAL INSURANCE COMPANY.

Loss vehicle has 19% fewer than average mileage of 91,900.



### INSURANCE INFORMATION

Report Reference Number	82086715
Claim Reference	034261080-0004
Adjuster	Hardin, Adney
Appraiser	Caballero, Yoelvis
Odometer	74,109
Last Updated	09/10/2016 01:07 PM



### VALUATION SUMMARY

<b>Base Vehicle Value</b>	<b>\$ 9,017.00</b>
Condition Adjustment	+ \$ 163.00
<b>Adjusted Vehicle Value</b>	<b>\$ 9,180.00</b>
Vehicular Tax (6.5447%)	+ \$ 600.80
Tax reflects applicable state, county and municipal taxes.	

**Total** **\$ 9,780.80**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

#### BASE VEHICLE VALUE

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

#### ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

#### Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7
Valuation Notes.....	10
Supplemental Information.....	11

## VALUATION METHODOLOGY

### How was the valuation determined?

#### CLAIM INSPECTION



LM GENERAL INSURANCE COMPANY has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



#### DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

#### SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



#### CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information




**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


## VEHICLE INFORMATION

### VEHICLE DETAILS

Location	MIAMI, FL 33169-3959
VIN	3D4PG5FV9AT265906
Year	2010
Make	Dodge
Model	Journey
Trim	SXT
Body Style	FWD
Body Type	Sports Utility
Engine -	
Cylinders	6
Displacement	3.5L
Fuel Type	Gasoline
Carburation	SMPI
Transmission	Automatic Transmission
Curb Weight	4001 lbs

### VEHICLE ALLOWANCES

<b>Odometer</b>	74,109	+ 646
-----------------	--------	-------

#### Options

Dual Air Conditioning	Reported	+ 256
Privacy Glass	Not Present	- 64

Reported\* Option(s) added after initial valuation

### VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
Insurance Services Organization/ National Insurance Crime Bureau	6 Records Found
National Highway Traffic Safety Administration	4 Recalls

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


**VEHICLE INFORMATION**
**VEHICLE EQUIPMENT**

<b>Odometer</b>	74,109	
<b>Transmission</b>	Automatic Transmission	✓
<b>Power</b>	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
<b>Decor/Convenience</b>	Air Conditioning	✓
	Climate Control	📄
	Dual Air Conditioning	📄
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
<b>Seating</b>	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
<b>Radio</b>	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
	CD Changer/Stacker	✓
<b>Wheels</b>	Aluminum/Alloy Wheels	✓
<b>Safety/Brakes</b>	Air Bag (Driver Only)	✓

To the left is the equipment of the loss vehicle that LM GENERAL INSURANCE COMPANY provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


## VEHICLE INFORMATION

### VEHICLE EQUIPMENT

---

Exterior/Paint/Glass	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓
	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Alarm	✓
	Traction Control	✓
	Stability Control	✓
	Dual Mirrors	✓
	Heated Mirrors	✓
	Tinted Glass	☐
	Fog Lamps	✓
	Luggage/Roof Rack	✓
	Rear Window Wiper	✓
	Clearcoat Paint	☐


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


**VEHICLE CONDITION**
**COMPONENT CONDITION**

	Condition	Inspection Notes	Value Impact
<b>INTERIOR</b>			
Seats	NORMAL WEAR	minor dirt no stains	\$ 0
Carpets	NORMAL WEAR	minor dirt no rips or holes	\$ 0
Dashboard	NORMAL WEAR	few small scratches	\$ 0
Headliner	NORMAL WEAR	stained and dirty headliner	\$ 0
<b>EXTERIOR</b>			
Sheet Metal	DEALER READY	few dings , no rust , panels align	\$ 77
Trim	NORMAL WEAR	minimal damages to components few dents or dings	\$ 0
Paint	NORMAL WEAR	few small chips or scratches	\$ 0
Glass	DEALER READY	light scratches	\$ 10
<b>MECHANICAL</b>			
Engine	DEALER READY	minor seepage	\$ 38
Transmission	DEALER READY	minor seepage	\$ 38
<b>TIRES</b>			
Front Tires	NORMAL WEAR	4/32 both front tires	\$ 0
Rear Tires	NORMAL WEAR	6/32 both rear tires	\$ 0
<b>Total Condition Adjustments</b>			<b>\$ 163</b>

LM GENERAL INSURANCE COMPANY uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Normal Wear condition. These dollar adjustments are based upon interviews with dealerships across the United States.


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


**COMPARABLE VEHICLES**

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	74,109	93,247	99,405	85,746
Automatic Transmission	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Dual Air Conditioning	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Navigation System	✗	✗	✗	✓
Entertainment Center	✗	✗	✗	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
3rd Row Seat	✗	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✗	✓	✓	✗
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✗	✗	✗	✓
Satellite Radio	✓	✓	✓	✓
CD Changer/Stacker	✓	✓	✓	✓
Clad Wheels	✗	✗	✗	✓
Aluminum/Alloy Wheels	✓	✓	✓	✗
Electric Glass Roof	✗	✗	✗	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓

**Comp 1** Updated Date: 08/24/2016

**2010 Dodge Journey Sxt Fwd 6 3.5I**
**Gasoline Smpi**
**VIN** 3D4PG5FV4AT145642

**Dealership** Metro Ford

**Contact** Novell Gainey

**Telephone** (877) 811-9402

**Source** Inspected Inventory

**Stock #** P174826A

**Distance from Miami, FL**

6 Miles - Miami, FL

**Comp 2** Updated Date: 08/13/2016

**2010 Dodge Journey Sxt Fwd 6 3.5I**
**Gasoline Smpi**
**VIN** 3D4PG5FV0AT113707

**Dealership** Auto Bank Liquidators

**Telephone** (305) 642-1914

**Source** Autotrader

**Stock #** 110699

**Distance from Miami, FL**

12 Miles - Miami, FL

**Comp 3** Updated Date: 07/29/2016

**2010 Dodge Journey Sxt Fwd 6 3.5I**
**Gasoline Smpi**
**VIN** 3D4PG5FV4AT236183

**Dealership** Autonation Chrysler Dodge

**Telephone** (866) 466-5405

**Source** Autotrader

**Stock #** AT236183

**Distance from Miami, FL**

8 Miles - Hollywood, FL

**Comparable vehicles** used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

**List Price** is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

**Take Price** is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


**COMPARABLE VEHICLES**

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera W/ Parking Sensors	✗	✗	✗	✓
Hands Free	✗	✗	✗	✓
Alarm	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Tinted Glass	✓	✗	✓	✗
Privacy Glass	✗	✓	✗	✓
Fog Lamps	✓	✓	✓	✓
Luggage/Roof Rack	✓	✓	✓	✓
Rear Window Wiper	✓	✓	✓	✓
Clearcoat Paint	✓	✗	✗	✗
<b>List Price</b>		\$ 8,991	\$ 7,991	\$ 9,989
<b>Take Price</b>		\$ 8,991		
<b>Adjustments:</b>				
Options		- \$ 256	- \$ 192	- \$ 1,532
Mileage		+ \$ 703	+ \$ 930	+ \$ 395
Condition <sup>1</sup>		- \$ 443	- \$ 443	- \$ 443
<b>Adjusted Comparable Value</b>		<b>\$ 8,995</b>	<b>\$ 8,286</b>	<b>\$ 8,409</b>

**Distance** is based upon a straight line between loss and comparable vehicle locations.

<sup>1</sup>The **Condition Adjustment** sets that comparable vehicle to Normal Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004


**COMPARABLE VEHICLES**

**ADDITIONAL COMPARABLE VEHICLES**

Source	Vehicle	Price	Adjusted Comparable Value
<b>Comp 4</b>			
Source: Inspected Inventory Autonation Dodge Hollywood, FL (954) 441-2000 8 Miles From Miami, FL	<b>2010 Dodge Journey Sxt Fwd 6 3.5l Gasoline Smpi</b> Odometer: 63,824 VIN: 3D4PG5FV3AT224994 Stock #: VIN4994 Updated Date: 07/29/2016	\$ 11,300 (Take)	\$ 9,877
<b>Comp 5</b>			
Source: Autotrader All Motors Homestead, FL (305) 248-0554 34 Miles From Miami, FL	<b>2010 Dodge Journey Sxt Fwd 6 3.5l Gasoline Smpi</b> Odometer: 74,711 VIN: 3D4PG5FV5AT175541 Stock #: 203651F Updated Date: 06/27/2016	\$ 9,699 (List)	\$ 9,018

**Additional Comparable Vehicles** are in summary format, but are adjusted the same as those on the previous page.

**Comparable vehicles** used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

**List Price** is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

**Take Price** is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

**Distance** is based upon a straight line between loss and comparable vehicle locations.

# CCC ONE MARKET VALUATION REPORT

Owner: Glover, Lessie  
Claim: 034261080-0004



## VALUATION NOTES

09/10/2016 13:07 - ADJR Z03 CONFIGURATION CHANGE

09/10/2016 13:07 - Mileage changed to 74109 from UNK

This Market Valuation Report has been prepared exclusively for use by LM GENERAL INSURANCE COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Statutes concerning vehicle value  
include Florida Statute XXXVII -  
626.9743.


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004

# SUPPLEMENTAL INFORMATION



## VEHICLE HISTORY INFORMATION

### VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

### ISO Vehicle History:

<b>Number of times reported to ISO:</b>	6
<b>ISO's file number:</b>	H0246075080
Loss date:	03/02/2013
Claim ref:	13-2809219-02
Point of Impact:	Right Front
Mileage:	0037314
ISO notified:	03/08/2013
Loss date:	03/02/2013
Phone:	00000000000
Claim ref:	ICS20001906633_850471
Point of Impact:	Right Front
Mileage:	0000000
ISO notified:	03/11/2013
Loss date:	03/02/2013
Phone:	3052527119
Claim ref:	0120132809219
Loss date:	03/02/2013
Phone:	8007822040
Claim ref:	20001906633
Loss date:	03/02/2013
Phone:	4043253993
Claim ref:	20001906633
Loss date:	08/24/2016
Phone:	9547712155
Claim ref:	034261080

# CCC ONE MARKET VALUATION REPORT

Owner: Glover, Lessie  
Claim: 034261080-0004

## SUPPLEMENTAL INFORMATION



### EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

#### TITLE CHECK

#### RESULTS FOUND

Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found

#### EVENT CHECK

#### RESULTS FOUND

NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Water Damage	✓	No Water Damage Record Found
Salvage Auction	✓	No Salvage Auction Record Found

#### VEHICLE INFORMATION

#### RESULTS FOUND

Accident	📄	Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	✓	No Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	✓	No Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Rental	📄	Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found
Fleet and/or Lease	✓	No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Duplicate Title	✓	No Duplicate Title Record Found

CCC provides LM GENERAL INSURANCE COMPANY information reported by Experian regarding the **2010 Dodge Journey (3D4PG5FV9AT265906)**. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

#### LEGEND :

- ✓ No Event Found
- 🛑 Event Found
- 📄 Information Needed

#### TITLE CHECK

##### THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

#### EVENT CHECK

##### THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

#### VEHICLE INFORMATION

##### INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

#### ODOMETER CHECK

##### THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004

## SUPPLEMENTAL INFORMATION


**FULL HISTORY REPORT RUN DATE: 09/10/2016**

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
10/16/2010	FL	10	Motor Vehicle Dept.	ODOMETER READING FROM DMV
10/16/2010	FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL (Lease Reported)
10/16/2010	FL		Motor Vehicle Dept.	TITLED OR REGISTERED AS A RENTAL VEHICLE, OR PART OF A RENTAL FLEET
10/18/2010	FL		Motor Vehicle Dept.	TITLE (Lease Reported)
10/18/2010	FL		Motor Vehicle Dept.	TITLED OR REGISTERED AS A RENTAL VEHICLE, OR PART OF A RENTAL FLEET
04/06/2011	FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/06/2011	FL		Motor Vehicle Dept.	TITLED OR REGISTERED AS A RENTAL VEHICLE, OR PART OF A RENTAL FLEET
03/08/2012	FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/08/2012	FL		Motor Vehicle Dept.	TITLED OR REGISTERED AS A RENTAL VEHICLE, OR PART OF A RENTAL FLEET
07/11/2012	FL	32194	Motor Vehicle Dept.	ODOMETER READING FROM DMV
07/11/2012	MIAMI, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL (Lease Reported)
08/22/2012	MIAMI, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/16/2012	MIAMI, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/17/2012	MIAMI, FL		Motor Vehicle Dept.	TITLE (Lien Reported)
03/02/2013	FL		State Agency	FRONT IMPACT WITH ANOTHER VEHICLE
03/02/2013	FL		Police Report	ACCIDENT REPORTED


**MARKET VALUATION REPORT**

 Owner: Glover, Lessie  
 Claim: 034261080-0004

## SUPPLEMENTAL INFORMATION

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
03/02/2013	FL		State Agency	VEHICLE DAMAGE REPORTED AS DISABLING
03/02/2013	FL		State Agency	VEHICLE WAS TOWED
04/15/2013	OPA LOCKA, FL	37641	Independent Source	INDEPENDENT INSPECTION/THEFT DETERRENT EQUIPPED
09/27/2013	MIAMI, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/19/2014	MIAMI, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/27/2015	MIAMI, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/24/2016	FL		State Agency	FRONT IMPACT WITH ANOTHER VEHICLE
08/24/2016	FL		Police Report	ACCIDENT REPORTED
08/24/2016	FL		State Agency	AIR BAG DEPLOYED
08/24/2016	FL		State Agency	VEHICLE DAMAGE REPORTED AS DISABLING
08/24/2016	FL		State Agency	VEHICLE WAS TOWED

### AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

# CCC ONE MARKET VALUATION REPORT

Owner: Glover, Lessie  
Claim: 034261080-0004

## SUPPLEMENTAL INFORMATION



### NHTSA VEHICLE RECALL

**NHTSA Campaign ID :** 10V475000

**Mfg's Report Date :** OCT 07, 2010

**Component :** STEERING:ELECTRIC POWER ASSIST SYSTEM

**Potential Number Of Units Affected :** 26397

**Summary :** CHRYSLER IS RECALLING CERTAIN MODEL YEAR 2010 CHRYSLER SEBRING, 300, CHARGER (LX) AND DODGE CHALLENGER (LC), AVENGER (JS), AND JOURNEY (JC), AS WELL AS MODEL YEAR 2011 DODGE RAM LIGHT DUTY PICKUP (DS) VEHICLES. SOME OF THESE VEHICLES MAY EXPERIENCE A SEPARATION AT THE CRIMPED END OF THE POWER STEERING PRESSURE HOSE ASSEMBLY.

**Consequence :** LEAKED POWER STEERING FLUID ONTO HOT ENGINE COMPONENTS COULD CAUSE A FIRE.

**Remedy :** DEALERS WILL INSPECT AND REPLACE AS NECESSARY THE POWER STEERING PRESSURE HOSES FREE OF CHARGE. THE SAFETY RECALL IS EXPECTED TO BEGIN DURING OCTOBER 2010. OWNERS MAY CONTACT CHRYSLER AT 1-800-853-1403.

**Notes :** CHRYSLER'S CAMPAIGN NUMBER IS K26. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://WWW.SAFERCAR.GOV) .

The National Highway Traffic Safety Administration has issued 4 safety related recall notices that may apply to the above valued vehicle.

**NHTSA Campaign ID :** 11V139000

**Mfg's Report Date :** MAR 01, 2011

**Component :** ELECTRICAL SYSTEM:IGNITION

**Potential Number Of Units Affected :** 248,437

**Summary :** CHRYSLER IS RECALLING CERTAIN MODEL YEAR 2010 DODGE JOURNEY, GRAND CARAVAN, AND CHRYSLER TOWN & COUNTRY VEHICLES MANUFACTURED FROM AUGUST 3, 2009, THROUGH JUNE 17, 2010. SOME VEHICLES MAY EXPERIENCE INADVERTENT IGNITION KEY DISPLACEMENT FROM THE RUN TO ACCESSORY POSITION WHILE DRIVING CAUSING THE ENGINE TO SHUT OFF.

**Consequence :** ENGINE SHUT OFF WHILE DRIVING COULD INCREASE THE RISK OF A CRASH.

**Remedy :** DEALERS WILL REPLACE THE WIN MODULES FREE OF CHARGE. THE SAFETY RECALL IS EXPECTED TO BEGIN DURING APRIL 2011. OWNERS MAY CONTACT CHRYSLER AT 1-800-853-1403.

**Notes :** CHRYSLER SAFETY RECALL NO. L02. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://WWW.SAFERCAR.GOV) .

**CCC ONE MARKET VALUATION REPORT**Owner: Glover, Lessie  
Claim: 034261080-0004**SUPPLEMENTAL INFORMATION**

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**NHTSA Campaign ID :** 14V373000**Mfg's Report Date :** JUN 26, 2014**Component :** ELECTRICAL SYSTEM**Potential Number Of Units Affected :** 525,206

**Summary :** This defect can affect the safe operation of the airbag system. Until this recall is performed, customers should remove all items from their key rings, leaving only the ignition key. The key fob (if applicable), should also be removed from the key ring. Chrysler Group LLC (Chrysler) is recalling certain model year 2009-2010 Dodge Journey vehicles manufactured June 29, 2007, to June 17, 2010, and 2008-2010 Dodge Grand Caravan and Chrysler Town and Country vehicles manufactured January 26, 2007, to June 17, 2010. Road conditions or some other jarring event may cause the ignition switch to move out of the run position, turning off the engine.

**Consequence :** If the ignition key inadvertently moves into the OFF or ACCESSORY position, the engine will turn off, which will then depower various key safety systems including but not limited to air bags, power steering, and power braking. Loss of functionality of these systems may increase the risk of crash and/or increase the risk of injury in the event of a crash.

**Remedy :** Chrysler will notify owners, and dealers will modify the ignition switch, free of charge. The manufacturer has not yet provided a notification schedule. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is L25. Note: This is an expansion of recall 11V-139.

**Notes :** Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to [www.safercar.gov](http://www.safercar.gov).

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**NHTSA Campaign ID :** 16V273000**Mfg's Report Date :** MAY 06, 2016**Component :** STEERING**Potential Number Of Units Affected :** 10,944

**Summary :** Chrysler (FCA US LLC) is recalling certain model year 2009-2016 Dodge Journey vehicles manufactured July 31, 2007, to November 12, 2016. After exposure to cold temperatures, the power steering return hose may rupture at engine start-up causing a loss of power steering assist.

**Consequence :** A loss of power steering assist may require extra steering effort, especially at lower speeds, increasing the risk of a crash.

**Remedy :** Chrysler will notify owners, and dealers will replace the power steering return hoses, steel tubes, and power steering oil cooler, free of charge. The recall began on May 24, 2016. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is S08.



May 8, 2019



CONTACT US

## Settlement Breakdown

Insured: Lessie and Raphael Glover  
Claim Number: 036938158-0001  
Date of Loss: 02/08/2018

### By Phone

Tel #: 800-637-0757  
Ext #: 746076  
Fax #: 877-202-4607

### By E-mail

Michelle.terribilini@libertymutual.com

### LM General Insurance Company

PO Box 515097  
Los Angeles, CA 90051

### Visit us online

LibertyMutual.com

Vehicle: 2010 Dodge Journey  
VIN# 3D4PG5FV9AT265906

Actual Cash Value: \$9,180.00  
Applicable Tax: \$604.59  
Gross Value: \$8,784.59  
Deductible: \$1,500.00  
Lienholder Payment Amount: \$7,258.43  
Vehicle Owner Payment Amount: \$1,026.16  
Total Amount Paid: \$8,284.59

Sincerely,

Michelle Terribilini  
Claims Department

JS 44 (Rev. 08/18)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Lessie Glover, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Miami, FL

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Shamis & Gentile, P.A.  
14 NE 1st Ave, STE 1205, Miami, FL 33132  
(305) 479-2299

**DEFENDANTS**

Liberty Mutual Insurance Company, a Massachusetts Corporation

County of Residence of First Listed Defendant Suffolk, MA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/>   | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROFESSIONAL FEES</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>COMMERCIAL</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>PROFESSIONAL FEES</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions					

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(d)(2)

Brief description of cause:

This is a putative class action under an automobile policy issued for private passenger auto physical damage

**VII. REQUESTED IN COMPLAINT:**
☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

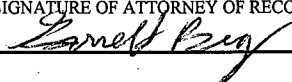
JUDGE

DOCKET NUMBER

DATE

05/10/2019

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

LESSIE GLOVER, individually and on behalf of all  
others similarly situated,

*Plaintiff,*

v.

LIBERTY MUTUAL INSURANCE COMPANY, a  
Massachusetts Corporation,

*Defendant.*

Case No.

**CLASS ACTION**

**SUMMONS**

**SUMMONS IN A CIVIL ACTION**

To: Liberty Mutual Insurance Company  
Registered Agent:  
Corporation Service Company  
84 State St.  
Boston, MA 02109

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Shamis & Gentile, P.A.  
Andrew J. Shamis, Esq.  
14 NE 1<sup>st</sup> Ave, STE 1205  
Miami, FL 33132  
305-479-2299

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ On *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other (specify);

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0,00 \_\_\_\_\_

I declare under penalty of perjury that this information is true.

Date \_\_\_\_\_

\_\_\_\_\_  
*Servers Signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's Address*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Liberty Mutual Insurance Co. Sued Over Alleged Underpayment of Total Loss Claims](#)

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