IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT, IN AND FOR FLAGLER COUNTY, FLORIDA

CASE NO.: 2021-CA-000374

PENNSYLVANIA LUMBERMEN'S MUTUAL INSURANCE as subrogee of GLECKLER, LLC

Plaintiff.

VS.

BROOKE LORENZEN, an individual, and ALFRED ROMERO, an individual,

Defendants.

AMENDED COMPLAINT

The Plaintiff, Pennsylvania Lumbermen's Mutual Insurance, ("Lumbermen's" or "Plaintiff") as subrogee of Gleckler, LLC, by and through its undersigned attorneys, hereby sues Defendants, Brooke Lorenzen and Alfred Romero, and alleges as follows:

- 1. This is an action for damages that exceeds the sum of \$30,00.000, exclusive of interest, attorney's fees, and costs.
- 2. Plaintiff, Lumbermen's, is a Pennsylvania insurance corporation doing business in the State of Florida with a principal place of business at One Commerce Square, 2005 Market Street, Suite 1200, Philadelphia, PA 19103-7008.
- 3. Pennsylvania Lumbermen's issued insurance policy number 09T083 to subrogor, Gleckler, LLC, with a policy period from April 3, 2020 to April 30, 2021, with said policy in full force and effect at all times material hereto. Subrogor/owner, Gleckler, LLC was the primary

insured, with subrogor/driver Mario Bizier as the secondary insured. Copy of said policy is attached hereto as Exhibit "A."

- 4. At all times material hereto, Defendant, Brooke Lorenzen, resided in Palm Coast, Flagler County, Florida.
- 5. At all times material hereto, Defendant, Alfred Romero, resided in Palm Coast, Flagler County, Florida.
- 6. On or about May 6, 2020, Defendant, Alfred Romero owned a 2015 Mercedes four door motor vehicle which being operated by Defendant, Brooke Lorenzen, and was traveling southbound on Interstate 95 in Broward County, Florida.
- 7. On or about May 6, 2020, subrogor/owner, Gleckler, LLC, owned a 1998 Mack Truck tractor trailer which was being operated by subrogor/driver, Mario Joseph Bizier, and was traveling southbound on Interstate 95 in Broward County, Florida.
- 8. At the same time and place, Defendant, Brooke Lorenzen, caused Defendant, Alfred Romero's vehicle to collide with the rear-end of subrogor/owner, Gleckler, LLC's vehicle.
- 9. At all times material hereto, Defendant Brooke Lorenzen, owed subrogor/owner Gleckler and subrogor/driver, Mario Bizier, and all other persons similarly situated, a duty to use reasonable care in the operation of Defendant, Alfred Romero's motor vehicle.
- 10. At all times material hereto, Defendant, Alfred Romero, owed subrogor/owner, Gleckler and subrogor/driver, Mario Bizier, and all other persons similarly situated, a duty to have his motor vehicle operated with reasonable care.
- 11. At all times material hereto, Defendant, Brooke Lorenzen, was careless and negligent and breached her duty by failing to operate Defendant, Alfred Romero's vehicle so as to avoid a collision with subrogor's vehicle.

12. At all times material hereto, Defendant, Brooke Lorenzen, was careless and

negligent and breached her duty by failing to have the vehicle operated so as to avoid a collision

with the subrogor's vehicle.

13. Defendant, Brooke Lorenzen, was issued a citation for following too closely by the

Broward County Sheriff. Florida Traffic Crash Report is attached hereto as Exhibit "B."

14. As a direct and proximate result of Defendants, Brooke Lorenzen and Alfred

Romero's negligence, subrogor/owner, Gleckler, LLC, suffered damages to their vehicle and

property.

15. Plaintiff is an insurer that has made payments in the amount of \$104,355.58 to, or

on behalf of subrogor, Gleckler, LLC, for cargo and collision property damages sustained in said

motor vehicle accident.

WHEREFORE, Plaintiff, Pennsylvania Lumbermen's, as subrogee of Gleckler, LLC,

demands judgment against Defendants, Brooke Lorenzen and Alfred Romero, for damages, costs,

prejudgment interest, and such other relief as this Court deems just and proper.

This complaint is being amended to include a demand for jury trial.

DEMAND FOR JURY TRIAL

PLAINTIFF, PENNSYLVANIA LUMBERMEN'S, as subrogee of GLECKLER, LLC,

demands a trial by jury on all issues so triable in this action.

Dated this 1st day of September, 2021.

MATTHIESEN, WICKERT & LEHRER, S.C.

By: /s/ Elizabeth K. Kernandez

Elizabeth Hernandez, Esquire

Fla. Bar No.: 0112546

1301 Riverplace Blvd., Suite 2140

Jacksonville, FL 32207

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(262) 673-7850

Email: ehernandez@mwl-law.com
Secondary: blaw@mwl-law.com
Alternate: swalrath@mwl-law.com
Attorney for Plaintiff





- COMMON POLICY CONDITIONS
- CONE OR MORE COVERAGE PARTS
- A COVERAGE PART CONSISTS OF
 - ONE OR MORE COVERAGE FORMS
 - APPLICABLE FORMS AND ENDORSEMENTS

The insured is hereby notified that by virtue of this policy, he is a member of the Pennsylvania Lumbermens Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meetings are held at its home office on the fourth Tuesday in April each year

MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is non assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company when required.

JUGA

April James

The PLM Group

Pennsylvania Lumbermens Mutual Insurance Company

2005 Market Street Philadelphia, PA 19103-7008

BUSINESS AUTO DECLARATIONS

POLICY NUMBER: 09-T083-08-20 COMMERCIAL AUTO
CA DS 03 10 13

ITEM ONE

		T	The second second	F110
Company Name:		Producer Name		5113
Pennsylvania Lumbermens I	Mutual Insurance	: Insurance Of:	fice of America	a, Inc.
Company		1 Sleiman Pa:	rkway	
2005 Market Street		Suite 130	<u> </u>	
Suite 1200		Jacksonville	FI 32216	
Philadelphia, PA 19103-7	008	odenbonville,	, 11 02210	
Named Insured: Gleckler,	LLC			
DBA: Gleck	ler & Sons Buil	ding Materials		
		_		
		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
Mailing Address: P.O. Box 1	.2267			
Jacksonvil	le, FL 32209			
	 	· · · · · · · · · · · · · · · · · · ·		
	Poli	cy Period		
From: 04/30/2020				
To: 04/30/2021	At 12:01 AN	M Standard Time at	vour mailing addres	ss shown above
Previous Policy Number: 09-			jour manning addition	30 0.10 1111 0.30 10
Frevious Folicy Number:				
			 	
Form Of Business:				
□ Corporation	Limited Liability	Company	☐ Individu	ıal
·		• • • • • • • • • • • • • • • • • • •		
☐ Partnership	☐ Other:			and and a second
In return for the payment of the p	remium, and subject	to all the terms of	this policy, we agre	e with you to provide
the insurance as stated in this pol		to all the terms of	ino ponoj, wo agro	o with you to provide
the insurance as stated in this poi	icy.			
	WARRANCO WAR	NATIONAL PROPERTY AND A STATE OF THE STATE O		
Premium Shown Is Payable A	inception:			
Audit Period (if applicable):	☐ Annually [☐ Semiannually	Quarterly	☐ Monthly
Audit Period (ii applicable).	□ Allitually L		u Quarterly	INIOHITHY
				
	Endorsements At	tached To This Po	licy	
IL 00 17 - Common Policy Cond	itions (IL 01 46 in Wa	shington)		
IL 00 21 - Broad Form Nuclear E	•	- '	01 09 in Washingt	ton)
IL 00 21 - Broad Form Nuclear E	xciusion (not applica	DIE III NEW TOIK) (IL	. UI 30 III Wasiiiigi	.011)
See Schedule of Forms and	d Endorsements.			
		 		
i e				

	Countersignature Of Authorized Representative					
Name:						
Title:						
Signature:						
Date:						

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1		Premium
Personal Injury Protection (Or Equivalent No-fault Coverage)	2	Separately Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus For Each Accident	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	
Uninsured Motorists	2		14.54.57
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)			

ITEM TWO
Schedule Of Coverages And Covered Autos (Cont'd)

	en e		· · · · · · · · · · · · · · · · · · ·
Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	
Coverage		See Schedule Deductible	
		For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	
		See Item Four for Hired or Borrowed Autos.	
Physical Damage Specified		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	
Causes Of Loss Coverage		Deductible	
Coverage		For Each Covered Auto For Loss Caused By Mischief Or Vandalism	
		See Item Four for Hired or Borrowed Autos.	
Physical Damage Collision	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	
Coverage		See Schedule Deductible	
		For Each Covered Auto	
		See Item Four for Hired or Borrowed Autos.	
Physical Damage		For Each	
Towing And Labor		Disablement Of A Private Passenger Auto	
		Premium For Endorsements	
		Estimated Total Premium*	
*This policy may be s	ubject to final audit.		

Schedule Of Covered Autos You Own

Covered A	uto Number:	1			
Town And Jacksonvi		e Covered Auto Will Be Principa	ally Garage	ed:	
		Covered Auto Desc	cription		
Year: 1999	Model: 600 C	TH600 T	rade Name	e: MACK	
Body Type	:TRACTOR TRUC	CK S	erial Numi	ber(s):	
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	ost New:				
		Classificatio	n		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50		Extra-Heavy Truck over	R	All other	40499
miles		45,000 lbs GVW			i

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injur Endorsement	y Protection
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Ins Endorsement Minus Deductibl	
Auto Medical Payments	Each Insu	ıred
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And I Benefits Endorsement For Each Pers	
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$3,000 Deductible	e
Specified Causes Of Loss	Stated In Item Two Minus Deductible	e
Collision	Stated In Item Two Minus \$3,000 Deductible	e
Towing And Labor	Per Disab	lement

Schedule Of Covered Autos You Own

Covered Au	uto Number:	2			
Town And S Jacksonvi		e Covered Auto Will Be Principa	lly Garag	ed:	
		Covered Auto Desc	ription		
Year: 2001	Model: 600 D	M600 Tr	ade Nam	e: MACK	
Body Type:	:CONVENTIONAL	CAB Se	erial Num	ber(s):	
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	st New:				
		Classification	1		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50		Extra-Heavy Truck over	P	All other	40499
miles		45,000 lbs GVW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	1
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Los Benefits Endorsement For Each Person	S
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$3,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$3,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 3					
Town And State Where The Covered Auto Will Be Principally Garaged: Jacksonville, FL						
	Cove	red Auto Description				
Year: 2002	Model: 700 CV700	Trade Name: MACK				
Body Type:	Body Type: CONVENTIONAL CAB Serial Number(s):					
Vehicle Ide	ntification Number (VIN):					
Original Co	et New					

Original Cost New:

	Classification					
Radius Seservice Size GVW, Of r=retail Vehicle Seating Operation c=commercial Capacity		Age Group	Secondary Rating Classification	Code		
Up to 50	Jp to 50 Extra-Heavy Truck-Tractor		N	All other	50499	
miles		over 45,000 lbs GCW				

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive

P O Box 1269 Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Lim	it	Premium	
Covered Autos Liability	\$1,000,000			
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full			
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	sonal Injury Protection		
Property Protection Insurance (Michigan Only)	Stated In The Property Pro Endorsement Minus	Stated In The Property Protection Insurance Endorsement Minus Deductible		
Auto Medical Payments		Each Insured		
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expo Benefits Endorsement For			
Uninsured Motorist	\$20,000			
Underinsured Motorist				
Comprehensive	Stated In Item Two Minus	Deductible		
Specified Causes Of Loss	Stated In Item Two Minus	Deductible		
Collision	Stated In Item Two Minus \$3,000	Deductible		
Towing And Labor		Per Disablement		

Schedule Of Covered Autos You Own

Covered Auto Numb	er: ⁵			
Town And State Where The Covered Auto Will Be Principally Garaged: Jacksonville, FL				
	Covered	Auto Description		
Year: 2004 Model: CONSTRUCT T300 Trade Name: KENWORTH				
Body Type: CONVENTIONAL CAB Serial Number(s):				
2007 . 7 20.				

Vehicle Identification Number (VIN):

Original Cost New:

		Classification			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50 miles	С	Heavy Truck 20,001 to 45,000 lbs GVW	L	All other	33499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Lim	it	Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	1	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	sonal Injury Protection	
Property Protection Insurance (Michigan Only)	Stated In The Property Pro Endorsement Minus		
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expo Benefits Endorsement For		
Uninsured Motorist	\$20,000		
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus \$2,000	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus \$2,000	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ıto Number:	6				,
Town And S Jacksonvi		ne Covered Auto Will Be Princip	pally Garage	ed:		
		Covered Auto Des	scription			
Year: 2005	Model:		Trade Name	PRATT	TRAILER	
Body Type:			Serial Numi	ber(s): 📱		
Vehicle Ide	ntification Num	nber (VIN):				
Original Co	st New:					
		Classificati	on			
Radius Of Operation	Business Use s=service r=retail c=commercial	GCW Or Vehicle Seating	Age Group		Secondary Rating Classification	Code
Up to 50	c-commercial	Capacity	К		All other	68499
miles						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss: Midwest Regional Bank 363 Festus Centre Drive P O Box 1269 Festus, MO 63028						
Coverages - Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)						
Cover	ages	Limit			Premium	1
Covered Au	Covered Autos Liability \$1,000,000					

Coverages	Limit		Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	jury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement		
Property Protection Insurance (Michigan Only)	Stated In The Property Pro Endorsement Minus	tection Insurance Deductible	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person		
Uninsured Motorist			
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number:	7			
Town And S Jacksonvi		e Covered Auto Will Be Princ	cipally Garaged:		
		Covered Auto D	escription		
Year: 2005	Model:		Trade Name: 1	PRATT TRAILER	
Body Type:			Serial Number	(s):	
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	st New:				
		Classifica	ıtion		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50 miles			K	All other	68499
According		ysical Damage Loss Is Payab ts In The Auto At the Time C		The Loss Payee Named	Below

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	
Uninsured Motorist		
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$1,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$1,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ıto Number: 8				
Town And State Where The Covered Auto Will Be Principally Garaged: Jacksonville, FL					
	Covered Auto Description				
Year: 2007	Model: NQR	Trade Name: ISUZU			
Body Type: TILT CAB Serial Number(s):					
Vehicle Ide	Vehicle Identification Number (VIN):				
	(4000000000000000000000000000000000000				

Original Cost New:

Classification					
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50	С	Heavy Truck 20,001 to	I	All other	33499
miles		45,000 lbs GVW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	i
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$2,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$2,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	uto Number:	9			
Town And Jacksonvi		e Covered Auto Will Be Principa	ally Garag	ed:	
		Covered Auto Desc	cription		
Year: 2007	Model: CONST	RUCT T800 T	rade Nam	e: KENWORTH	
Body Type	TRACTOR TRUC	CK S	erial Num	ber(s):	
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	st New:				
		Classificatio	n		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50		Extra-Heavy Truck over	I	All other	40499
miles		45,000 lbs GVW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	
Uninsured Motorist	\$20,000	3.4.2 5
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$3,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$3,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Auto Number: 10

Town And State Where The Covered Auto Will Be Principally Garaged:
Fernandina Beach, FL

Covered Auto Description

Year: 2003 | Model: F250 SUPER DUTY | Trade Name: FORD

Body Type: CREW PICKUP | Serial Number(s):

Vehicle Identification Number (VIN):

Original Cost New:

	Classification					
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
Up to 50	S	Light Truck 10,000 lbs	М	All other	01499	
miles		GVW or less				

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	42.52
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	5
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$1,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$1,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Auto Number: 11

Town And State Where The Covered Auto Will Be Principally Garaged:

Jacksonville, FL

Covered Auto Description

Year: 2003 | Model: CONSTRUCT T300 | Trade Name: KENWORTH

Body Type: CONVENTIONAL CAB Serial Number(s):

Vehicle Identification Number (VIN):

Original Cost New:

Classification **Business Use** Size GVW, Radius s=service GCW Or Secondary Vehicle Seating Of r=retail Age Rating Operation | c=commercial Classification Capacity Group Code Up to 50 Heavy Truck 20,001 to All other 33499 Μ 45,000 lbs GVW miles

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Prote Endorsement	ction
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	e
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Benefits Endorsement For Each Person	Loss
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$2,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$2,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 1	.2			
Town And S Jacksonvi		e Covered Auto Will Be Principal	ly Garag	jed:	
		Covered Auto Descr	iption		
Year: 2001	Model: 600 C	Tra	de Nam	e: MACK	
Body Type:	TRACTOR TRUC	Sei Sei	rial Num	ıber(s):	
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	st New:				
		Classification			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50		Extra-Heavy Truck-Tractor	P	All other	50499
miles		over 45,000 lbs GCW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$3,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$3,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 14					
Town And State Where The Covered Auto Will Be Principally Garaged: Fernandina Beach, FL						
	Covered Auto Description					
Year: 2007	Year: 2007 Model: W4500 W45042 Trade Name: GMC					
Body Type: TILT CAB Serial Number(s):						
Vahiala Ida	ntification Number (VIN).					

Vehicle Identification Number (VIN):

Original Cost New:

	Classification					
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
Up to 50 miles	S	Light Truck 10,000 lbs GVW or less	I	All other	01499	

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protect Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Endorsement	Protection
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insu Endorsement Minus Deductible	
Auto Medical Payments	Each Insur	ed
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And In Benefits Endorsement For Each Perso	
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$1,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus Stated In Item Two Minus Deductible	
Towing And Labor	Per Disable	ement

Schedule Of Covered Autos You Own

Covered Auto Number: 15 Town And State Where The Covered Auto Will Be Principally Garaged: Fernandina Beach, FL **Covered Auto Description** Year: 2007 | Model: W4500 W45042 **Trade Name:** GMC Body Type: TILT CAB Serial Number(s): Vehicle Identification Number (VIN):

Original Cost New:

	Classification					
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
Up to 50	S	Light Truck 10,000 lbs	I	All other	01499	
miles		GVW or less				

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	1
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Los Benefits Endorsement For Each Person	S
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$1,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$1,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Auto Number: 16

Town And State Where The Covered Auto Will Be Principally Garaged:
Fernandina Beach, FL

Covered Auto Description

Year: 2006 | Model: CONSTRUCT T800 | Trade Name: KENWORTH

Body Type: CONVENTIONAL CAB | Serial Number(s):

Vehicle Identification Number (VIN):

Original Cost New:

	Classification					
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
Up to 50		Extra-Heavy Truck over	J	All other	40499	
miles	:	45,000 lbs GVW				

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit		Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	jury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	sonal Injury Protection	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible		
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expe Benefits Endorsement For		
Uninsured Motorist	\$20,000		
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus \$3,000	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Auto Number: 17

Town And State Where The Covered Auto Will Be Principally Garaged:

Jacksonville, FL

Covered Auto Description

Year: 2004 | Model: F150 | HERITAGE | Trade Name: FORD

Body Type: 4 | DOOR EXT | CAB | PK | Serial Number(s):

Vehicle Identification Number (VIN):

Original Cost New:

		Classification			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50	S	Light Truck 10,000 lbs	L	All other	01499
miles	:	GVW or less			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Lim	it	Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	jury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	sonal Injury Protection	
Property Protection Insurance (Michigan Only)	Stated In The Property Pro Endorsement Minus	tection Insurance Deductible	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expo Benefits Endorsement For		
Uninsured Motorist	\$20,000		
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus \$2,000	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus \$2,000	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ıto Number: 1	8				
Town And S Jacksonvi		e Covered Auto Will Be Prin	cipally Garag	ed:		
		Covered Auto I	Description			
Year: 2001	ar: 2001 Model: Trailer Trade Name: CLARK					
Body Type:	Body Type: Serial Number(s):					
Vehicle Ide	ntification Num	ber (VIN):				
Original Co	st New:					
		Classifica	ation			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group		econdary Rating ssification	Code
Up to 50 miles			Р		l other	68499
Evcent For	Towing All Phy	veical Damage I nee le Paval	hla Ta Vau Ar	nd The Loca	Pavee Namer	l Relow

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Lim	it	Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	jury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	sonal Injury Protection	
Property Protection Insurance (Michigan Only)	Stated In The Property Pro Endorsement Minus	tection Insurance Deductible	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person		
Uninsured Motorist			
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus \$2,000	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus \$2,000	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	uto Number: 19				
Town And Sacksonvi		overed Auto Will Be Prin	cipally Garage	d:	
		Covered Auto	Description		
Year: 2004	Model: TRAILER		Trade Name	UNKNOWN TRAILER	
Body Type	Body Type: Serial Number(s):				
Vehicle Ide	ntification Number	· (VIN):			
Original Co	st New:				
		Classific	ation		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50 miles			L	All other	68499
Event For	Towing All Physic	cal Damago I oce le Baya	blo To Vou And	d The Lace Dayon Names	I Rolow

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limi	t	Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal Inj Endorsement Minus Full	ury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	onal Injury Protection	
Property Protection Insurance (Michigan Only)	Stated In The Property Pro Endorsement Minus	tection Insurance Deductible	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person		
Uninsured Motorist			
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus \$2,000	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus \$2,000	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 2	20			
Town And S Jacksonvi		e Covered Auto Will Be Principall	y Garag	led:	
		Covered Auto Descr	iption		
Year: 2004	Model: 4400	Tra	de Nam	e: International	
Body Type:		Serial Number(s):			
Vehicle Idei	ntification Num	ber (VIN):			
Original Co	st New:				
		Classification			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
51 to		Extra-Heavy Truck-Tractor	L	All other	50599
200 miles		over 45,000 lbs GCW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive

P O Box 1269 Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$3,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$3,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 21				
	Town And State Where The Covered Auto Will Be Principally Garaged: Jacksonville, FL				
	Covered Auto Description				
Year: 2006	Model: T300	Trade Name: Kenworth			
Body Type:		Serial Number(s):			

Vehicle Identification Number (VIN):

Original Cost New:

		Classification			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50	С	Heavy Truck 20,001 to	J	All other	33499
miles	:	45,000 lbs GVW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$2,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$2,000 Deductible	
Towing And Labor	Per Disablement	

All other

ITEM THREE

Schedule Of Covered Autos You Own

Covered Au	uto Number: 23	3			
Town And Jacksonvi		Covered Auto Will Be Prin	cipally Garaged	d:	
		Covered Auto D	Description		
Year: 2011	Model: 4300		Trade Name:	International	
Body Type	Body Type: Serial Number(s):				
Vehicle Ide	ntification Numb	er (VIN):			
Original Co	st New:				
		Classifica	ation		
	Business Use	Size GVW,			
Radius	s=service	GCW Or		Secondary	
Of	r=retail	Vehicle Seating	Age	Rating	
Operation	c=commercial	Capacity	Group	Classification	Code

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Ε

Heavy Truck 20,001 to

45,000 lbs GVW

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Up to 50

miles

Coverages - Premiums, Limits And Deductibles

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$3,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$3,000 Deductible	
Towing And Labor	Per Disablement	

33499

Schedule Of Covered Autos You Own

Covered Au	ito Number: 2	2.4			
Town And S Jacksonvi		e Covered Auto Will Be Principa	ılly Garago	ed:	
		Covered Auto Desc	ription		
Year: 1998	Model: DM690	SX T	rade Name	e: Mack	
Body Type:		S	erial Numl	ber(s):	., .,,
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	st New:				
		Classification	n		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50		Extra-Heavy Truck over	T	All other	40499
miles		45,000 lbs GVW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit		Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal Injur Endorsement Minus Full De	y Protection eductible	
Added Personal Injury Protection	Stated In Each Added Persor Endorsement	nal Injury Protection	
Property Protection Insurance	Stated In The Property Protection Endorsement Minus		
(Michigan Only)	De	eductible	
Auto Medical Payments	Ea	ach Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expensions Benefits Endorsement For Ea		
Uninsured Motorist	\$20,000		
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus \$3,000 Do	eductible	
Specified Causes Of Loss	Stated In Item Two Minus	eductible	
Collision	Stated in Item Two Minus \$3,000 Do	eductible	
Towing And Labor	Pe	er Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 27			
Town And S Jacksonvi		o Will Be Principally Garaged:		
Covered Auto Description				
Year: 2003	Year: 2003 Model: 2500 Trade Name: CHEVROLET			
Body Type: Serial Number(s):				
Vehicle Ide	ntification Number (VIN):			

Original Cost New:

Classification					
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50	S	Light Truck 10,000 lbs	М	All other	01499
miles		GVW or less			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit	Premium
Covered Autos Liability	\$1,000,000	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus Full Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protecti Endorsement	on
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus Deductible	
Auto Medical Payments	Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Lo Benefits Endorsement For Each Person	oss
Uninsured Motorist	\$20,000	
Underinsured Motorist		
Comprehensive	Stated In Item Two Minus \$1,000 Deductible	
Specified Causes Of Loss	Stated In Item Two Minus Deductible	
Collision	Stated In Item Two Minus \$1,000 Deductible	
Towing And Labor	Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	to Number: 28	
Town And S Jacksonvi		o Will Be Principally Garaged:
	С	overed Auto Description
Year: 2006	Model: 9200	Trade Name: INT'L
Body Type: Serial Number(s):		
Vehicle Ide	ntification Number (VIN):	
Original Ca	et New	

Original Cost New: 🛭

Classification Size GVW, **Business Use** Radius s=service GCW Or Secondary Of r=retail Vehicle Seating Age Rating Operation c=commercial Capacity Classification Group Code Up to 50 Extra-Heavy Truck-Tractor All other 50499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

over 45,000 lbs GCW

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

miles

Coverages - Premiums, Limits And Deductibles

Coverages	Limit		Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	jury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	sonal Injury Protection	
Property Protection Insurance	Stated In The Property Pro Endorsement Minus		
(Michigan Only)		Deductible	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person		
Uninsured Motorist	\$20,000		
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus	Deductible	
Towing And Labor		Per Disablement	

Schedule Of Covered Autos You Own

Covered Au	ito Number: 2	29			
Town And S Jacksonvi		e Covered Auto Will Be Principal	ly Garag	led:	
		Covered Auto Descr	iption		
Year: 2004	Model: 7400	Tra	de Nam	e: INT'L	
Body Type:	1	Sei	rial Num	ıber(s):	
Vehicle Ide	ntification Num	ber (VIN):			
Original Co	st New:				
		Classification			
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Up to 50		Extra-Heavy Truck-Tractor	L	All other	50499
miles		over 45,000 lbs GCW			

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At the Time Of The Loss:

Midwest Regional Bank 363 Festus Centre Drive P O Box 1269

Festus, MO 63028

Coverages - Premiums, Limits And Deductibles

Coverages	Limit		Premium
Covered Autos Liability	\$1,000,000		
Personal Injury Protection	Stated In Each Personal In Endorsement Minus Full	jury Protection Deductible	
Added Personal Injury Protection	Stated In Each Added Pers Endorsement	onal Injury Protection	
Property Protection Insurance	Stated In The Property Pro Endorsement Minus		
(Michigan Only)		Deductible	
Auto Medical Payments		Each Insured	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person		
Uninsured Motorist	\$20,000		
Underinsured Motorist			
Comprehensive	Stated In Item Two Minus	Deductible	
Specified Causes Of Loss	Stated In Item Two Minus	Deductible	
Collision	Stated In Item Two Minus	Deductible	
Towing And Labor		Per Disablement	

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Total Premiums	
Covered Autos Liability	
Personal Injury Protection	
Added Personal Injury Protection	
Property Protection Insurance (Michigan Only)	
Auto Medical Payments	
Medical Expense And Income Loss Benefits (Virginia Only)	
Uninsured Motorist	
Underinsured Motorist	
Comprehensive	
Specified Causes Of Loss	
Collision	
Towing And Labor	

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

	overage - Cost Of Hire Rating Basis F perations (Other Than Mobile Or Farn	
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage		
Excess Coverage		
	Total Hired Auto Premium	

For "autos" used in your motor carrier operations, cost of hire means:

- 1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers) and, if not included therein,
- 2. The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- **3.** The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)								
Covered Autos Liability Coverage State		Estimated Annual Cost Of Hire For Each State	Premium					
Primary Coverage	FL	If Any						
Excess Coverage								

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive	FL	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus		
		\$100 Deductible		
		For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning		
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus		
		Deductible		
		For Each Covered Auto For Loss Caused By Mischief Or Vandalism		
Collision	FL	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus		
		\$1,000 Deductible		
		For Each Covered Auto		

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment -Other Than Physical Damage Coverages								
		Estimated Cost Of Hire F		Premium				
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment			
Covered Autos Liability - Primary Coverage								
Covered Autos Liability - Excess Coverage								
Personal Injury Protection								
Medical Expense Benefits (Virginia Only)	VA							
Income Loss Benefits (Virginia Only)	VA							
Auto Medical Payments								
Total Hired Auto Premium								

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

			Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
Coverage	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre- hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus				
		Ded.				
		For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Ded.				
		For Each Covered Auto For Loss Caused By Mischief Or Vandalism				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus				
		Ded.				
		For Each Covered Auto				

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

ITEM FOUR Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Rental Period	Rating Basis	For Mobile	Or Farm Equipment	
	Town And	Estimated Number Of Days Equipment Will Be Rented		Premium	
Coverage	State Where The Job Site Is Located	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage					
Covered Autos Liability - Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
	To	tal Hired Aut	to Premiums		

ITEM FIVE Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service	Number Of Employees	25	Included
Operations And Other Than Social Service Agencies	Number Of Partners (Active And Inactive)	0	Included
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active And Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active And Inactive)		
Total Non-c	ownership Covered Autos Liabili	ty Premium	

ITEM SIX Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:				
Type Of Risk (Check one):	☐ Public Autos	☐ Leasing Or Rental Concerns		
Rating Basis (Check one):	☐ Gross Receipts (Per \$100)	☐ Mileage (Per Mile)		
Estimated Yearly (Gross Rece	ipts Or Mileage):			
	Premiums			
Covered Autos Liability				
Personal Injury Protection				
Added Personal Injury Protect	tion			
Property Protection Insurance				
Auto Medical Payments				
Medical Expense And Income Loss Benefits (Virginia Only)				
Comprehensive				
Specified Causes Of Loss				
Collision				
Towing And Labor				

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- **1.** Amounts paid to air, sea or land carriers operating under their own permits.
- 2. Advertising revenue.
- **3.** Taxes collected as a separate item and paid directly to the government.
- 4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	EFFECTIVE DATE:
09-T083-08-20	04/30/2020

NUMBER	<u>TITLE</u>
-	
PLM-1 (10-01)	Mutual Policy Conditions
CA DS 03 (10-13)	Business Auto Declarations
CA 00 01 (10-13)	Business Auto Coverage Form
CA 01 28 (06-17)	Florida Changes
CA 02 67 (06-17)	Florida Changes - Cancellation and Nonrenewal
CA 04 44 (10-13)	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver
	Of Subrogation)
CA 20 48 (02-99)	Designated Insured
CA 21 72 (06-17)	Florida Uninsured Motorists Coverage Non-Stacked
CA 22 10 (02-18)	Florida Personal Injury Protection
CA 99 44 (10-13)	Loss Payable Clause
IL 00 17 (11-98)	Common Policy Conditions
IL 00 21 (09-08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
GU207 (06-78)	DESIGNATED INSURED
GU207 (06-78)	Primary and Non-Contributory
GU207 (06-78)	DESIGNATED INSURED
GU207 (06-78)	Commercial Automobile Extension Endorsem
GU207 (06-78)	Primary and Non-Contributory
GU207 (06-78)	Lessor Additional Insured and Loss Payee
GU207 (06-78)	Movement of Property by Mechanical Devic
GU207 (06-78)	Cross Suits Automobile Liability

PN-1 01 12

PRIVACY NOTICE

To Our Customers:

We collect non-public personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us, our affiliates or others.
- Information we receive from a consumer reporting agency.

We do not disclose any non-public information about our customers or former customers to anyone, except as permitted by law.

We restrict access to information about you to employees who need to know that information to provide you with products or to provide you benefits or services under them. We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard the information about you.

Pennsylvania Lumbermens Mutual Insurance Company
One Commerce Square
2005 Market Street, Suite 1200
Philadelphia, PA 19103-7008
(800) 752-1895

IL N 166 05 10

FLORIDA NOTIFICATION OF AVAILABILITY UNINSURED MOTORISTS COVERAGE

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

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

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

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

a. Non-stacked Option

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

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

b. Stacked Option

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

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

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

IL N 166 05 10

5. Rejection Of Uninsured Motorists Coverage Entirely

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

Company: Pennsylvania Lumbermens Mutual Insurance Company

Address:

2005 Market Street Suite 1200

Philadelphia, PA 19103-7008

Producer: Insurance Office of America, Inc.

Address:

1 Sleiman Parkway Suite 130

Jacksonville, FL 32216

COMMERCIAL AUTO CA 00 01 10 13

BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – Definitions.

SECTION I - COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

Mobile
Equipment
Subject To
Compulsory Or
Financial
Responsibility
Or Other Motor
Vehicle
Insurance Law
Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

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

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

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

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

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

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

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

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

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

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

3. Workers' Compensation

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

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- **b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

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

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

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

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

7. Handling Of Property

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

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

8. Movement Of Property By Mechanical Device

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

9. Operations

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

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

10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

11. Pollution

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

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

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

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

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

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

12. War

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

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

13. Racing

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

C. Limit Of Insurance

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

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

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes Of Loss Coverage

Caused by:

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

c. Collision Coverage

Caused by:

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

2. Towing

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

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

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

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

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

4. Coverage Extensions

a. Transportation Expenses

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

b. Loss Of Use Expenses

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

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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

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

B. Exclusions

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

a. Nuclear Hazard

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

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - **a.** Wear and tear, freezing, mechanical or electrical breakdown.
 - Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- **4.** We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- **b.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.
- **5.** Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto":
 - Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

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

SECTION IV - BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - **(4)** Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

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

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

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- **a.** Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

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

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

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

7. Policy Period, Coverage Territory

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

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

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

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

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

SECTION V - DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- **G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;

- **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - **a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - **b.** Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **M.** "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- **b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- P. "Trailer" includes semitrailer.

COMMERCIAL AUTO CA 01 28 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

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

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

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

A. Covered Autos Liability Coverage is changed as follows:

Paragraph (5) of a. Supplementary Payments under Coverage Extensions in the Auto Dealers, Business Auto and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- **B. Physical Damage Coverage** is changed as follows:
 - 1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
 - 2. All other **Physical Damage Coverage** provisions will apply.

- C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss, is replaced by the following:
 - 1. Appraisal For Physical Damage Loss

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

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

- **D.** The **General Conditions** are amended as follows:
 - The following is added to the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms, and Other Insurance – Primary And Excess Provisions Condition in the Motor Carrier Coverage Form:
 - **a.** When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:
 - (1) One provides coverage to a lessor of "autos" for rent or lease; and
 - (2) The other provides coverage to a person not described in Paragraph D.1.a.(1);

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

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

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

Mediation

- In any claim filed by an "insured" with us for:
 - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto";
- c. "Loss" to a covered "auto" or its equipment, in any amount;

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

- 2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- 3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
- 4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- 5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- **6.** The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

COMMERCIAL AUTO CA 02 67 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

- A. Paragraph A.2.b. of the Common Policy Conditions, Cancellation, is replaced by the following:
 - b. 45 days before the effective date of cancellation if we cancel for any other reason
- **B.** Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:
 - **4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
 - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

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

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

- **C.** The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:
 - 7. If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:
 - a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:
 - (1) The covered "auto" is completely destroyed such that it is no longer operable;

- (2) Ownership of the covered "auto" is transferred; or
- (3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
- b. It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
- **D.** The following condition is added:

Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

- **2.** If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
- 3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

POLICY NUMBER: 09-T083-08-20

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Gleckler, LLC

Endorsement Effective Date: 04/30/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Toll Brothers, Inc., Toll Bros., Inc. and their subsidiaries and affiliates, Attn: Vendors Insurance, 250 Gibraltar Road, 2 South, Horsham, PA 19044

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



POLICY NUMBER: 09-T083-08-20

COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

Endorsement Effective:

04/30/2020

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Countersigned By:

Gleckler, LLC	(Authorized Representative)
SCHE	EDULE
Name of Person(s) or Organization(s):	
Sauer Incorporated 11223 Phillips Parkway Dr E Jacksonville, FL 32256	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: 09-T083-08-20

COMMERCIAL AUTO CA 21 72 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA UNINSURED MOTORISTS COVERAGE – NONSTACKED

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

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

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

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

Named Insured: Gleckler, LLC

Endorsement Effective Date: 04/30/2020

SCHEDULE

Limit Of Insurance: \$20,000 Each "Accident"

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

A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:
 - **a.** The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- **b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

- Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form:
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy; or

- d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
 - Significant and permanent loss of an important bodily function;
 - (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - (3) Significant and permanent scarring or disfigurement; or
 - (4) Death.
- 5. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- Regardless of the number of covered "autos",
 "insureds", premiums paid, claims made or
 vehicles involved in the "accident", the most we
 will pay for all damages resulting from any one
 "accident" is the limit of Uninsured Motorists
 Coverage shown in the Schedule or
 Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
- We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
- 4. 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 workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:
 - a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any "family member":
 - (1) While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
 - (2) While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
 - (a) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" was "occupying" at the time of the "accident"; and
 - (b) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member".
 - (3) While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".
 - b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this coverage form is provided:
 - (1) 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 on a primary basis.
 - (2) 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 on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
 - **a.** Promptly notify the police if a hit-and-run driver is involved; and
 - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
 - c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle"; and

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

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

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- **b.** We also have a right to recover the advanced payment.
- 4. The following condition is added:

a. Arbitration

- (1) If we and an "insured" do not agree:
 - (a) Whether that person is legally entitled to recover damages under this endorsement; or
 - **(b)** As to the amount of damages that are recoverable by that person;

then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, 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.

- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Florida Arbitration Act

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

c. Mediation

- (1) In any claim filed by an "insured" with us for:
 - (a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 - (b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
 - (c) "Loss" to a covered "auto" or its equipment, in any amount;

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

- (2) A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- (3) The request must state:
 - (a) Why mediation is being requested.
 - **(b)** The issues in dispute, which are to be mediated.
- (4) The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- (5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident":
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent: or
 - d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
 - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying".

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

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

- a. Owned by a governmental unit or agency;
- **b.** Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the coverage form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".

POLICY NUMBER: 09-T083-08-20 COMMERCIAL AUTO
CA 22 10 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA PERSONAL INJURY PROTECTION

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

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

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

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

Named Insured: Gleckler, LLC	
Endorsement Effective Date: 04/30/2020	

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

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of Full				
is applicable to $\ \square$ the following "named insured" only:				
\square each "named insured" and eac	h dependent "family member".			
☐ Work loss for "named insured" does not apply.				
\square Work loss for "named insured" and dependent "family member" does not apply.				
Benefits	Limit Per Person			
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	\$10,000			
Death Benefits	\$5,000			
Medical Expenses	80% of medical expenses subject to the total aggregate limit and the provisions of Paragraphs D.2.a. and b. under Limit Of Insurance.			
Work Loss	60% of work loss subject to the total aggregate limit			
Replacement Services Expenses	subject to the total aggregate limit			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations				

A. Coverage

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

1. Medical Expenses

- a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:
 - (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
 - (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
 - (3) Provided by a person or entity licensed to provide emergency transportation and treatment;
 - as authorized by the Florida Motor Vehicle No-fault Law.
- b. Upon referral by a licensed health care provider described in Paragraph A.1.a.(1),
 (2) or (3), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph A.1.a., if provided, supervised, ordered or prescribed only by a licensed:
 - (1) Physician, osteopathic physician, chiropractic physician or dentist; or
 - (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;
 - as authorized by the Florida Motor Vehicle No-fault Law.

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

(3) A licensed hospital or ambulatory surgical center;

- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph A.1.b.; or
- (7) A health care clinic licensed under the Florida Health Care Clinic Act:
 - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or
 - (b) Which:
 - (i) Has a licensed medical director;
 - (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - (iii) Provides at least four of the following medical specialties:
 - i. General medicine;
 - ii. Radiography;
 - iii. Orthopedic medicine;
 - iv. Physical medicine;
 - v. Physical therapy;
 - vi. Physical rehabilitation;
 - vii. Prescribing or dispensing outpatient prescription medication: or
 - viii. Laboratory services;

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

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

2. Replacement Services Expenses

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

3. Work Loss

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

4. Death Benefits

B. Who Is An Insured

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

C. Exclusions

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

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

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

D. Limit Of Insurance

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

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

E. Changes In Conditions

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

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

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

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

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

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

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

Legal Action Against Usis replaced by the following:

Legal Action Against Us

- a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:
 - (1) Until the claim for benefits is overdue in accordance with Paragraph F.2. of this endorsement; and
 - (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
 - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
 - (a) Pay the overdue claim; or
 - **(b)** Agree to pay for future treatment not yet rendered;

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

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

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

Transfer Of Rights Of Recovery Against Others To Us

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

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

 Concealment, Misrepresentation Or Fraud is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

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

Policy Period, Coverage Territory

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

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

F. Additional Conditions

The following conditions are added:

1. Mediation

- a. In any claim filed by an "insured" with us
 - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto":
 - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
 - (3) "Loss" to a covered "auto" or its equipment, in any amount,

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

- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- **c.** The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

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

2. Payment Of Benefits

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

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

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

3. Modification Of Policy Coverages

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

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

4. Medical Reports And Examinations; Payment Of Claim Withheld

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

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

5. Provisional Premium

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

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

6. Special Provisions For Rented Or Leased Vehicles

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

7. Insured's Right To Personal Injury Protection Information

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

G. Additional Definitions

As used in this endorsement:

- "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to "insured's" health;
 - b. Serious impairment to bodily functions; or
 - **c.** Serious dysfunction of any bodily organ part.

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

However, "motor vehicle" does not include:

- a. A mobile home;
- b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
- "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
- **4.** "Named insured" means the person or organization named in the Declarations of the Policy and, if an individual, shall include the spouse if a resident of the same household.
- **5.** "Occupying" means in or upon or entering into or alighting from.
- 6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
 - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement:

- b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
- c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
- 7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
- 8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - **a.** In accordance with generally accepted standards of medical practice;
 - **b.** Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - **c.** Not primarily for the convenience of the patient, physician or other health care provider.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

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

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

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.
- **D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 04/30/2018 Countersigned By:

Named Insured: Gleckler, LLC DBA: Gleckler & Sons Building Materials SCHEDULE

Name of Person(s) or Organization(s):
Toll Brothers, Inc., Toll Bros., Inc. and their subsidiaries and affiliates
Attn: Vendors Insurance
250 Gibraltar Road, 2 South
Horsham, PA 19044

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: Commercial Automobile Extension Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.
- C. The insurance afforded to any additional insured whom you are required by contract to name as an additional insured will be PRIMARY and NON-CONTRIBUTORY by such contract or agreement with you.

(Blanket Coverage)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: Primary and Non-Contributory

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The insurance afforded to the following additional insured will be primary and non-contributory if required by contract or written agreement with you.

Toll Brothers, Inc., Toll Bros., Inc. and their subsidiaries and affiliates Attn: Vendors Insurance 250 Gibraltar Road, 2 South Horsham, PA 19044

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: Movement of Property by Mechanical Device

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Under SECTION II - LIABILITY COVERAGE, B. Exclusions, Paragraph 8. Movement Of Property By Mechanical Device is deleted and replaced with the following:

- 8. Movement of Property By Mechanical Device
- a. "Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".
- b. "Bodily injury" or "property damage" resulting from operations consisting of lifting, booming or erection of trusses, setting in place or raising of trusses for bracing in the course of construction. Unloading of the trusses from the covered "auto" to the ground or the lifting, raising or booming of bundled trusses to the Sill Line is not excluded. Sill Line is defined as the highest horizontal member of an exterior wall frame of a structure.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: Cross Suits Automobile Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

This insurance does not apply to liability arising from claims or suits brought by:

- 1. One insured against another insured; or
- 2. Any parent company or corporation of any insured member, or any subsidiary company or corporation or any insured member; or
- 3. Any other company or corporation owned by any of the entities described in $1\ \mathrm{or}\ 2$ above; or
- 4. Any division or department of any of the entities described in 1, 2, or 3 above; or
- 5. Any officer, director, or employee of any of the entities described in $1,\ 2,\ 3$ or 4 above.

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COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

- b. Give you reports on the conditions we find;
 and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

- 1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS, ELECTION OF NON-STACKED COVERAGE, REJECTION OF COVERAGE - FOR USE ONLY WITH NEW BUSINESS

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

Policy Number: 09-T083-08-20	Policy Effective Date: 04/30/2020					
Company: Pennsylvania Lumbermens Mutual Insurance Company						
Producer: Insurance Office of America, Inc.						
Applicant/Named Insured: Gleckler, LLC						

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

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

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

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Bodily Injury Liability Coverage or Combined Single Limit for Liability Coverage of your policy.

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

ELECTION OF NON-STACKED COVERAGE IF YOU ARE AN INDIVIDUAL (Do not complete if you have rejected Uninsured Motorists Coverage.)

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage. You have the option to purchase, at a reduced rate, non-stacked (a limited type of) Uninsured Motorists Coverage. Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

1. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and

2. The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

If you do not elect to purchase the non-stacked type of Uninsured Motorists Coverage, and if you do not reject Uninsured Motorists Coverage entirely, your policy will include stacked Uninsured Motorists Coverage. Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle which has such coverage under your policy.

(Initials)	
I elect the non-stacked form of Uninsured Motoris	ts Coverage.
I understand and agree that selection of any of the above options application of the above options application of the above options application of the control of the compact of the compa	ne same Bodily Injury Liability limits. If
Applicant's/Named Insured's Signature	Date



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HSMV 75901 (REV. 06/19)

## COMPLAINT

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VIOLATOR'S FINGERPRINT WHEN							
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ı	CARELESS DRIVING	□≎	IILD RES	TRAINT			RED OF	EVER LICENS	E
1	VIOLATION OF TRAFFIC CONTROL DEVICE	Пім	PROPER	LT VIOLATI OR UNSAF		□ EXP	IRED DA	THS OR LESS EVER LICENS	E
1	FAILURE TO STOP AT A TRAFFIC SIGNAL	Пех	PIRED TA	kG		No.	VALID DI	I SIX (6) MON RIVER LICEN:	SE .
	☐IMPROPER LANE CHAN OR COURSE ☐NO PROOF OF INSURA	Πîεx	PIRED TA	THS OR LE		sus	/ING WH PENDEL /ING UN	(ILE LICENSE ) OR REVOKE	2D
į	VIOLATION OF RIGHT-			N SIX (6) M PASSING	JNIHS		INFLUE		a
,	OTHER VIOLATIONS OR COMME	IEC DEDT IN HIG TO O	TTD: CO.			BAL			
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	CIVIL PENALTY IS: 116. COURT INFORMATION 5/1/2								
	FLAGLER COUNTY			ηм	É				
	1769 E. MOODY BL	VD., BLDG 1		OURT ATION					
-	BUNNELL, FL 32110	<u> </u>		ATION				(386) 313	<u>-4353</u>
	ARREST DELIVERED TO FLA						DATE.	5/1/2021	
1 5 1	AGREE AND PROMISE TO PECIFIED IN THIS CITATION NARREST, LUNDERSTAND	COMPLY AND AN ON, WILLFUL REFI OMY SIGNATURE	ISWER TO USAL TO IS NOT A	D THE CHA ACCEPT A! N ADMISSI	RGES / ND SIGI ON OF	ND INSTR NTHE CITA GUILT OR	UCTION ATION M WAIVER	IS VAY RESULT ROF RIGHTS.	
Щ	F YOU NEED REASONABLE CONTACT THE CLERK OF T	E PACILITY ACCO	MMODAT	IONS TO C	OMPLY	<b>W/JH TH</b> I	SCITATI	ION,	
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)	SIGNATURE OF VIOLATOR (SIG		<del></del> .		SAN API	PEARANCE II	COURT		
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-	ANK - NAME OF OFFICER		BADGE NO.			0838 IDNO.		OOP /UNIT	
1	1 CERTIFY THIS CITATION WA	- PETIAEKED IO ME	PERSONC	II ED ABOVE /	WD CER	HEY THE CH	MGE A80	IVE	

Additional Officer:

RANK NAME OF OFFICER

HSMV 75901 (REV. 08/19)

IMPORTANT INSTRUCTIONS TO INDIVIDUAL CHARGED WITH A TRAFFIC VIOLATION REQUIRING A MANDATORY COURT APPEARANCE

You were charged with a violation which requires your mandatory appearance in	
court.	

COURT DATE: 05/01/2021. EXHIBIT "B"

COURT LOCATION: FLAGLER COUNTY COURT 1769 E. MOODY BLVD., BLDG 1 BUNNELL, FL 32110

COURT PHONE: (386) 313-4353

COURT TIME:

For further information regarding your mandatory court appearance please contact the Clerk of Court in FLAGLER County before your scheduled court date of 05/04/2021