



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided automobile liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 768.28, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

B. Defense, Settlement, Supplementary Payments

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability of this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

C. Definitions

The following definitions shall apply to liability coverages established herein:

- (a) Named Insured - The department or agency named herein.
- (b) Insured - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or volunteers acting within the course and scope of employment.

- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, motorcycle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Owned Automobile - An automobile owned by the named insured or leased under contract for six months or more.
- (g) Hired Automobile - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.
- (h) Non-owned Automobile - Any automobile which is not an owned or hired automobile.
- (i) Trailer - The word trailer includes semi-trailer.
- (j) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loader, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

D. Exclusions

This certificate does not apply to:

- (a) any claim or judgment for punitive damages;
- (b) interest for the period prior to judgment;
- (c) that portion of the claim or judgment which is in excess of the statutory limits of liability;
- (d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (e) liability assumed by the insured under any contract or agreement;
- (f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers'

- compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) the owner of a hired automobile or any agent or employee of any such owner;
- (h) to any action which may be brought against the State department or agency named herein by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (i) damage or destruction to property owned by the insured;
- (j) liability related in any way with nuclear energy.

E. Conditions

1. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (vehicles, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

2. Insured's duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.

(c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this contract and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses other than for first aid to others at the time of accident.

3. Limits of Liability

The limits of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages including damages for care and loss of services, arising out of bodily injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable to "each occurrence".

4. Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

- (a) any insured injured while occupying an owned vehicle, or
- (b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:
 - (1) eighty percent (80%) of all reasonable and necessary medical expenses, and
 - (2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and
 - (3) funeral, burial or cremation expenses in an amount not to exceed \$5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

- (a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;
- (b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (1) causing bodily injury to himself or herself intentionally; or
 - (2) while committing a felony;
- (d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;
- (e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;
- (f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;
- (g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;
- (h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;
- (i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be \$10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions

The following definitions shall apply to Personal Injury Protection coverages provided herein:

II. PERSONAL INJURY PROTECTION

A. Coverage

The Fund will pay to:

- (a) Bodily Injury - Bodily Injury, sickness or disease, including death at any time resulting therefrom;
- (b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
- (c) Named Insured - The department or agency named herein;
- (d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
- (e) Motor Vehicle - 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 this State and any trailer or semi-trailer designed for use with such vehicle and includes:
 - (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.
 - (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
- (f) Occupying - In or upon or entering into or alighting from;
- (g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:
 - (1) the bodily injury liability insurance of the policy applies;
 - (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
- (h) Pedestrian - Person while not an occupant of any self-propelled vehicle;
- (i) Owner - A person or organization who holds the legal title to a motor vehicle, including:
 - (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
 - (2) 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 agreement is for a period of six months or more, and
 - (3) 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 agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.
- E. Policy Period: Territory**
The insurance under this section applies only to accidents which occur during the certificate period:
 - (a) in the State of Florida, and
 - (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.
- F. Conditions**
 - (a) Notice
In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.
 - (b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund 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 an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

G. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.