



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
ADDENDUM TO AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE FOR OFF-DUTY
LAW ENFORCEMENT VEHICLE PROPERTY DAMAGE

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 Addendum, hereinafter referred to as the "insured", is hereby provided automobile property damage coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This Addendum is comprised of the foregoing provisions and stipulations as well as those provisions and stipulations contained in the Automobile Liability Certificate of Coverage, together with such other provisions and stipulations as may be added hereto by the Fund in the future.

I. General

The purpose of this Addendum is to provide property damage insurance coverage to State agencies and law enforcement officers as required by Section 284.311, F.S.

II. Property Damage Coverage

The Fund will pay for property damage to a motor vehicle owned by the insured when this property damage occurs while the motor vehicle is being used by a law enforcement officer, as defined in Section 943.10, F.S., for off-duty work for which the officer must reimburse the State, subject to the exclusions and deductible amounts stated in this Addendum. The Fund will pay reasonable repair costs or the actual cash value of the vehicle whichever is less.

If an independent appraisal of the property damage is required, the Fund will pay for this expense. If the accidental loss results in the motor vehicle being declared a total loss, the Fund will pay the insured the actual cash value of the motor vehicle (minus any applicable deductible amounts), and the Fund shall retain the salvage value of the motor vehicle.

Upon payment by the Fund of a loss under this Addendum, the insured shall assign all rights to recover the amount of loss to the Fund. The Fund will pursue and retain any monies collected from third parties who are legally liable for the loss.

III. Conditions

The law enforcement officer must be in the course and scope of approved off duty activities for which the officer must reimburse the State for use of the motor vehicle. The employee must be a law enforcement officer as defined in Section 943.10, F.S.

IV. Definitions

The following definitions shall apply to the property damage coverage established herein:

- (a) "Motor vehicle" – Any self-propelled vehicle with two or 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:

A "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.

A "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle.

The term "motor vehicle" does not include a mobile home or 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.

- (b) "At fault" – The law enforcement officer shall be deemed "at fault" (thereby subjecting the insured to the deductible amount) if the "contributing cause" code on a Florida Traffic Crash Report (Long Form) is anything other than code "01", (no improper driving action).
- (c) "Actual cash value" – Replacement cost minus depreciation.
- (d) "Property damage" – Physical damage to the covered motor vehicle due to collision or impact with another vehicle or object or due to other accidental loss.

V. Deductibles

The Fund will reduce the payments for property damage to the insured by any applicable deductible amount when the law enforcement officer is determined to be at fault in causing property damage to the insured motor vehicle.

Any proceedings to appeal the determination of fault will be pursued with the employing agency.

The Fund will adjust the deductible amount at the beginning of each fiscal year, upon consultation with the state agencies that employ the covered law enforcement officers. The amount of the deductible shall not exceed \$500 per incident.

VI. Exclusions

The Fund will not pay for property damage if:

- (a) The law enforcement officer was not in the course and scope of approved off duty activities when the property damage occurred.
- (b) The law enforcement officer is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- (c) The law enforcement officer does not have to reimburse the State for use of the motor vehicle.
- (d) Property damage is due to wear and tear or mechanical breakdown.

VII. Limits of Liability

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

- (a) Actual cash value of the damaged property; or
- (b) Amount necessary to repair or replace the property with other property of like kind and quality.

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 of quality, the Fund will not pay for the amount of the betterment.